

AN INTERLOCAL AGREEMENT TO PROVIDE
ENVIRONMENTAL CONTROL INSPECTION SERVICES IN THE SUN VALLEY
GENERAL IMPROVEMENT DISTRICT

THIS AGREEMENT, made this _____ of _____ 2016, by and between SUN VALLEY GENERAL IMPROVEMENT DISTRICT a political subdivision chartered under the laws of the State of Nevada (hereinafter referred to as "District") and the CITY OF SPARKS, a municipal corporation chartered under the laws of the State of Nevada (hereinafter referred to as "Sparks").

WITNESSETH:

WHEREAS, District provides sewer service and has potential for both commercial/industrial wastewater discharges into the sanitary sewer system;

WHEREAS, District has adopted appropriate tariff provisions regulating the discharge of toxic wastewater discharges into the sanitary sewer system;

WHEREAS, Sparks co-owns and operates the Truckee Meadows Water Reclamation Facility (TMWRF), District currently utilizes TMWRF and Sparks can provide the necessary Environmental Control inspection services in the District;

WHEREAS, Sparks must implement and enforce a pretreatment program to control discharges from all commercial/industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403. In this Agreement District agrees to adopt a sewer use tariff provision that subjects the industrial/commercial users within its boundaries to the necessary pretreatment controls, and Sparks is authorized to implement and enforce that sewer use tariff provision ;

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one of more other public agencies to perform any governmental service, activity or under taking which any of the public agencies entering into contract is authorized by law to perform; and

NOW THEREFORE, in consideration of mutual promises, agreements and covenants of the parties contained herein it is agreed by and between Sparks and the District as follows:

1. Sparks Environmental Control Officers are authorized by the District to and shall provide inspection and monitoring services as set forth by District Ordinance, for commercial and industrial sewer users in the District served by the Truckee Meadows Water Reclamation Facility, and other areas as requested by the District.
2. Sparks will include District commercial/industrial inspection results with the Sparks Wastewater Inspection Program and report findings to the State of Nevada and the United States Environmental Protection Agency on behalf of the District.

3. Within ninety (90) days after approval of this agreement, Sparks shall submit an Environmental Control Inspection Program to the District for approval. The program will be designed to comply with local, state and federal regulations. Features of the program will include, but not be limited to:
 - A. An electronic database for tracking commercial/industrial permitting, inspections, incidents and enforcement actions.
 - B. An identified method for field and office review of commercial/industrial sewer users.
4. The District shall provide sewer service system maps and commercial/industrial construction plans to Sparks.
5. District agrees to adopt and incorporate into the District's Tariff applicable sections Title 13 of the Sparks Municipal Code as may be amended from time to time.
6. District designates Sparks as the agent of District for the purposes of implementation and enforcement of District's sewer use tariff provisions against industrial/commercial users located in District. Sparks may take any action under District's sewer use tariff provision that could have been taken by District, including the enforcement of the tariff provision in courts of law.
7. Sparks, on behalf of and as agent for District, has the authority to enter, inspect, and take wastewater samples at any industrial users' facility and will perform technical and administrative duties necessary to implement and enforce District's sewer use ordinance. Sparks will: (1) update the industrial/commercial inventory; (2) issue permits to all industrial/commercial users required to obtain a permit; (3) conduct inspections, sampling and analysis and publish in the newspaper lists of industrial/commercial users who are in significant non-compliance; 4) take all appropriate enforcement action as outlined in Sparks' enforcement response plan and provided for in District's sewer use tariff provision ; and 5) perform any other technical or administrative duties the Parties deem appropriate. In addition, Sparks may, as agent of District, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
8. Sparks shall maintain files for each permit holder. The District may elect to receive copies of these files.
9. Both Sparks and the District have the right to take legal action, as necessary, to enforce the terms of this agreement. The District may also take action against noncompliant industrial users in the event Sparks is unable or unwilling to do so.

10. The District shall pay Sparks monthly for the cost of each Environmental Control Permit for commercial/industrial sewer users in the District. The cost for an Environmental Control Permit is based on the average man-hours utilized to perform pretreatment functions for the specific classifications listed below.

A.	Class II	\$183.00
B.	Class III	\$296.00
C.	Class IV	\$2642.00
D.	Class V	\$2642.00

11. In addition to Industrial Construction Plan Reviews, other work requested by the District that is out of the scope of normal pretreatment activities, such as, surveillance, investigations and court appearances will be billed at a rate of \$63.00 per hour.

A re-inspection fee of \$60 may be assessed for any industrial / commercial user non-compliance that requires a return visit to the site.

Sparks' methodology for computation of Environmental Control Permit and Plan Review fees will be open for complete inspection by District personnel or agents. Sparks may review Fees yearly to ensure actual inspection program costs are covered. The District shall be given 30 days prior notice of any increase in fees prior to the enactment of an increase.

12. The County Sheriff's Office may be contacted by the Sparks Environmental Officers for criminal enforcement actions against District commercial/industrial businesses that violate District tariff provisions related to wastewater discharges.

13. The District agrees that the Washoe County District Attorney's Office shall handle any and all legal issues arising out of or in any way relating to the performance of Sparks Environmental Control Officers under the Agreement herein, including but not limited to, representation in court on wastewater discharge citations and the recommendation of appropriate fines and charges to the presiding judge or court officer.

14. Either party hereto may withdraw from this Agreement sixty (60) days after giving written notice to the other participant. The withdrawing participant shall remain liable for any costs incurred to date of withdrawal.

15. This agreement shall have a term of two (2) years from the first day of January 1, 2016, subject to automatic renewal for a like period in the absence of objection thereto made in writing by either party hereto ninety (90) days in advance of the renewal date.

16. Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate; the other party from and against all liability claims, actions,

damages, losses, and expenses including but not limited to attorney's fees and costs arising out of any alleged, negligent, or willful acts or omissions of its officers, employees, and agents arising out of the performance of their duties and responsibilities pursuant to this agreement. Such obligation shall not be construed to negate, abridge; or otherwise reduce any other right or obligation of indemnity, which would otherwise exist, to any party or person described in this paragraph.

The indemnification obligation under this paragraph is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

17. General Provisions

- A. No Third Party Beneficiary Rights. This agreement is not intended and shall not be construed to provide any person or entity not a party to this agreement with any benefits or cause of action, or to obligate the parties to this agreement to any entity or person not a party to this agreement.
- B. Governing Law; Jurisdiction. The laws of the State of Nevada shall govern this agreement without regard to conflicts of laws principles. Any action brought to enforce this agreement shall be brought in the second Judicial District Court in Washoe County, State of Nevada.
- C. Notices. All communications/notice required pursuant to this agreement shall be in writing and delivered in person or mailed by certified mail, postage prepaid, return receipt requested, to the individuals at the addresses listed below, unless written notice of a new designee is sent in accordance with this subsection. Notices that are deposited with the U.S. Postal Service.

General Manager
Sun Valley General Improvement District
5000 Sun Valley Boulevard
Sun Valley, Nevada 89433

Manager of Wastewater Treatment
Truckee Meadows Water Reclamation Facility
P. O. Box 857
Sparks, Nevada 89432-0857

- D. Claims. Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City of Sparks must be presented to the City Council, in writing, within six months from the time the demands or accounts become due. No demand or account may be

audited, considered, allowed or paid be the City unless this requirement is strictly complied with.

- E. Integration Clause. This agreement, including the Recitals, all of which are true and correct and incorporated by reference as a part of this Agreement, constitutes the entire agreement between the parties and shall not be modified unless in writing and signed by properly authorized agents of the parties.
- F. Severability. The legality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder.
- G. Additional Documents. The parties agree to execute such additional documents and to take such additional action as is reasonably necessary to carry out the purpose hereof.
- H. Due Authorization. Each party represents that all required authorizations have been obtained to execute this grant 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.
- I. Counterparts. This agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this _____ day of _____, 2016.

SUN VALLEY
GENERAL IMPROVEMENT DISTRICT

By 
Sandra Ainsworth, Chair

CITY OF SPARKS

By _____
Geno Martini, Mayor

ATTEST:


Margaret Reinhardt, Secretary

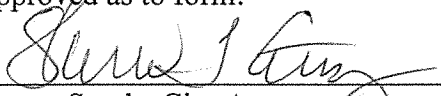
ATTEST:

Sparks City Clerk

Approved as to form:


SVGID, Attorney

Approved as to form:


Sparks City Attorney

