

## INTERLOCAL AGREEMENT

### 1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between the Western Regional Water Commission (the "Commission"), a political subdivision of the State of Nevada created pursuant to Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act (the "Act") and Cooperative Agreement, and the City of Reno ("Reno"), collectively, the "Parties" or, as the context requires, "Party". 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 On January 14, 2011, the Commission, at its regular meeting held that date, directed staff to include in its fiscal year 2011-2012 budget, \$262,500 from the Regional Water Management Fund ("RWMF"), to support the Truckee Meadows Storm Water Quality Management Program, and Storm Water Permit Coordinating Committee activities related to the implementation of the storm water drainage provisions of the Comprehensive Regional Water Management Plan, (the "Project").

2.4 The Scope of work for the Project is attached hereto as Exhibit "A". Other expenses related to the implementation of the Project for fiscal year 2011-2012, which will assist in implementation of the storm water drainage provisions of the Comprehensive Regional Water Management Plan, will be paid as provided for in this Agreement.

2.5 This Agreement is subject to that certain First Amended Agreement Regarding National Pollutant Discharge Elimination Storm Water Permit Implementation, entered into

between Reno, the City of Sparks, and Washoe County, dated June 22, 2004 (the "Storm Water Interlocal Agreement"), which Agreement shall remain in full force and effect.

### 3) RIGHTS & DUTIES

#### 3.1 Reno

3.1.1 Reno shall submit invoices on a monthly basis for reimbursement of shared costs as approved pursuant to the terms of the Storm Water Interlocal Agreement. Reno shall prepare and verify all invoices and then submit invoices to the Storm Water Permit Coordinating Committee ("SWPCC") for approval. After SWPCC approval, Reno shall submit invoices for reimbursement to the Commission, through its Contract Administrator, on a monthly basis. Work on the Project will progress and be completed by June 30, 2012.

3.1.2 Reno will provide or contract for all services required to complete the Project.

3.1.3 For contracted services, Reno's Contract Administrator will hold payment of the final invoice until final deliverables are received and accepted. Reno's Contract Administrator will have sole authority to accept or reject final deliverables based on completeness and consistency with the Project's scope of work and will be responsible for final payment.

3.1.4 Reno's Contract Administrator will be provided from all contract service providers, when appropriate, electronic versions of final deliverables. All work product deliverables shall, at a minimum, be provided to Reno as follows:

One (1) copy of each deliverable element in its current native file format. Native formats for deliverables will be provided as follows: Text in Microsoft Word format; Spreadsheets in Excel format; Databases in Microsoft Access format; graphics in AutoCAD format, all native pre-modeling and post-modeling files and Global Information Systems data in ESRI ArcMap/ArcInfo compatible file formats. Additionally, any and all native file formats as specified in contract scopes of work.

3.1.5 Reno shall, through its designated representative or Contract Administrator, provide to the Commission any information requested by the Commission's Contract Administrator, relating to any invoice submitted for payment.

3.1.6 Reno shall set up a separate account for the Project, 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, copies of itemized invoices, and properly documented timesheets.

3.1.7 To the extent authorized by Nevada law, Reno will save, hold harmless, and indemnify the Commission from and against any and all liability incurred in relation to the Project.

### 3.2 The Commission

3.2.1 The Commission's Water Resources Program Manager, Jim Smitherman, is hereby designated as the Commission's Contract Administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the Contract Administrator 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.

3.2.3 The Commission's Contract Administrator will hold payment of the final invoice until the final deliverable is received and accepted. The Commission's Contract Administrator will have sole authority to accept or reject final deliverables based on completeness and consistency with the Project's scope of work and will be responsible for final payment.

3.2.4 The Commission, at its discretion, may conduct an audit of compliance with this Agreement and the funding provided for herein, relating to performance of this Agreement and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the Commission's expense.

3.2.5 The total amount of invoices paid pursuant to this Agreement shall not exceed the sum of \$262,500 from the RWMF.

### 3.3 Joint Rights and Responsibilities

3.3.1 Either Party may terminate this Agreement with a thirty (30) - day advance written notice to the other.

3.3.2 This Agreement may be extended for one or more years by mutual written Agreement duly executed by the Parties.

3.3.3 Both Parties agree to coordinate and use their best efforts to complete the Project and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

## 4) INDEMNIFICATION

4.1 Each Party agrees to 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 Each Party further agrees, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend the other from all losses, liabilities or expenses of any nature to the person or property of another, to which the indemnified party 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 or agents of the indemnifying party in relation to this Agreement.

## 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, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event the Commission 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 Commission 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 under this Agreement 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 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 Commission: Jim Smitherman, Water Resources Program Manager  
Western Regional Water Commission  
4930 Energy Way  
Reno, Nevada 89502

To Reno: John Flansberg, P.E., Director of Public Works  
City of Reno  
P.O. Box 1900  
Reno, Nevada 89505

5.9 This Agreement shall be effective July 1, 2011, regardless of the date each Party signs this Agreement ("Effective Date").

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

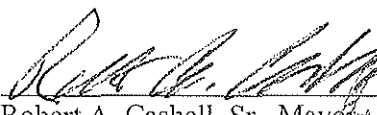
WESTERN REGIONAL WATER COMMISSION

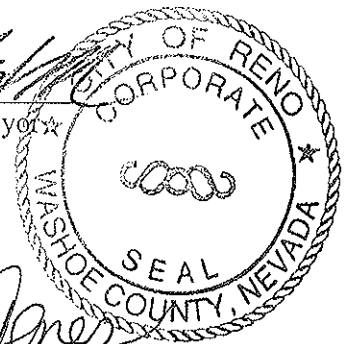
CITY OF RENO

Dated this ~~20<sup>th</sup>~~ day of SEPT., 2011

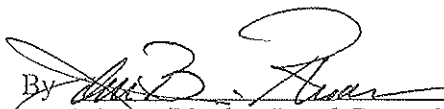
Dated this 22<sup>nd</sup> day of June, 2011

By   
Mike Carrigan, Chairman  
Western Regional Water Commission

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



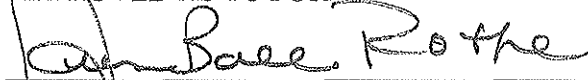
APPROVED AS TO FORM:  
Rhodes Law Offices, Ltd.

By   
John B. Rhodes, Legal Counsel

ATTEST:

  
Lynnette Jones  
Reno City Clerk

APPROVED AS TO FORM:

  
Deputy City Attorney

## EXHIBIT "A"

### Scope of Work

The 2011-2030 Comprehensive Regional Water Management Plan, as required by Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act, contains elements to address the quality of surface water, including compliance with standards of quality for bodies of water, programs to attain protection from pollution by both concentrated and diffuse sources, and drainage of storm water as it relates to surface water. In the 1990s, the U.S. Environmental Protection Agency initiated the National Pollutant Discharge Elimination System ("NPDES") storm water program under which the State of Nevada issued a storm water discharge permit that identifies the City of Reno, the City of Sparks and Washoe County as co-permittees, and authorizes storm water discharges into receiving waters of the U.S. within the co-permittee's jurisdictions. The Truckee Meadows Regional Storm Water Quality Management Program (the "Program") was developed by the co-permittees to comply with the initial permit. The co-permittees manage the Program through their Storm Water Permit Coordinating Committee ("SWPCC"). The State issues storm water permits for five-year terms. The most recent permit, issued May 29, 2010, requires significant revisions to the existing program. This scope of work includes fiscal year 2011-2012 activities necessary to comply with the May 2010 permit and accomplish the necessary program revisions. The cost of each task described below is a best estimate, and dollar amounts may be redistributed among tasks so long as the total amount is not exceeded.

#### 1. Storm Water Quality Management Program update

Update the Storm Water Quality Management Program in accordance with new NPDES permit dated May 26, 2010. The update requires significant revisions to the existing program. See attached consultant scope of work (Attachment A): Proposal to Provide Engineering Services for the Truckee Meadows Storm Water Quality Management Program (SWMP) Update. This update was initiated by the consultant under a separate agreement which expires June 30, 2011. Costs for tasks that remain to be completed by the consultant after that date will be reimbursable as part of this scope of work.

\$116,500.00

#### 2. Monitoring Plan Development, Equipment, station installation and Monitoring Coordination:

Develop and implement a new storm water quality monitoring program to meet current and future requirements of the new permit. This will include a review of existing monitoring practices and sufficiency review to identify potential future monitoring needs. The SWPCC will also work with other agencies to coordinate the water quality sampling.

Current monitoring methods place an undue burden on staff to obtain storm water samples during precipitation events. The SWPCC proposes to purchase and deploy automated sampling

equipment to facilitate the sampling process and make the sampling program more responsive and robust.	48,500.00
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### 3. Public Outreach

Participation in activities such as the Truckee River Festival and Snapshot Day, purchase of educational items for distribution, Storm Drain Stenciling Materials, web based outreach, brochure development or public service announcements.	10,000.00
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### 4. Interlocal Coordination and Permitting

Coordination and administrative services provided by City of Reno to implement the program.	70,000.00
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5. Assessments to evaluate the proper functioning condition of streams tributary to the Truckee River in Truckee Meadows.	17,500.00
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<b>Total</b>	<b>\$262,500.00</b>
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Attachment A

January 21, 2011

Ms. Terri Svetich, PE  
Engineering Manager  
**CITY OF RENO PUBLIC WORKS**  
1 East. First Street  
Reno, NV 89501

**Re: Proposal to Provide Engineering Services for the Truckee Meadows Storm Water Quality Management Program (SWMP) Update**

Dear Ms. Svetich:

The purpose of this project is to assist the Truckee Meadows Storm Water Permit Coordinating Committee (SWPCC) in preparing an updated Storm Water Quality Management Program (SWMP) document consistent with the requirements set forth in the new NPDES permit (issued May 26, 2010). Stantec (consultant) will compile content, make changes and integrate comments received from the three jurisdictions and generate an electronic draft of the SWMP for SWPCC approval. Additionally, Stantec will provide technical content, schedules and recommendations for possible inclusion in the SWMP in the form of a series of Technical Memorandums (TM) as described in the scope of work (below).

Project deliverables will be a draft final SWMP document and a series of TMs. It is expected the SWPCC will finalize and submit the final SWMP to NDEP, retaining the existing format. New content provided by the SWPCC to the consultant shall be consistent in style and format to the existing SWMP. Technical Memorandums (supplied by the consultant) will be provided to the Committee for review prior to incorporation into the revised SWMP. The format of the TMs will be in two parts: 1) suggested updated text to the SWMP in a consistent format; and 2) brief support text documenting the analysis, review and recommendations regarding the suggested SWMP updates. Where appropriate, the TMs will provide a "roadmap", action plan, priority and schedule of required activities.

Priorities and schedules for this project have yet to be fully developed, but it is planned that they will be mutually defined in a kickoff meeting during the contracting process. Stantec will provide the required submittals (TMs and revised SWMP) with sufficient review time to meet the November 26, 2011 SWMP deadline required in the new MS4 permit. The proposed scope of work is outlined below. Deliverables and assumptions can be found at the end of this document.

## SCOPE OF WORK

### Task 1: Project Management and Quality Assurance

This task is to ensure that the project objectives, tasks and deliverables established in this scope are delivered within the defined timeline, of high quality, and within the established budget. A senior Stantec manager will oversee the critical project components, including the budget and a review of the project deliverables.

### Task 2: Preparation and Review of Technical Memorandums

Seven TMs have been identified. They are:

Technical Memo #1: Legal Authority for Each Jurisdiction

The object of this TM is to review the existing ordinances to identify whether each jurisdiction has the authority to enforce the following new permit requirements (language from the new permit in italics):

- *Prohibit illegal discharges and illicit connections to the MS4*
- *Mitigate discharge from spills, dumping, or disposal of materials other than stormwater to the MS4*
- *Require compliance with any condition contained in ordinances, permits, contracts, or orders*
- *Require structural and non-structural BMPs for erosion and sediment controls (at construction, post-construction, new development and significant redevelopment sites)*
- *Inspect construction sites for compliance and take enforcement as necessary*
- *Inspect industrial sites for compliance and take enforcement as necessary*
- *Establish civil, administrative, and criminal penalties for violations of the ordinance*
- *Carry out all inspections, surveillance, and monitoring procedures necessary to determine compliance and non-compliance with the prohibition of illicit discharges to the MS4*

Stantec will review the existing SWMP, compare the previous permit to the new permit, review the existing documents and identify "legal" requirements with respect to the above elements. Based on the existing ordinances (submitted to the consultant by the three agencies), identified gaps and recommended enhancements to each of the jurisdiction's existing ordinances will be summarized in the TM. One meeting with each jurisdiction is anticipated.

The Committee (SWPCC, or designated City or County staff) will provide pertinent program documents, a listing of specific ordinances, inspection worksheets, workshop and training data and any other related documents and information to be reviewed by the consultant.

Technical Memo #2: Program Components and Methods for Determining the Effectiveness of the SWMP

There are three related objectives of this technical memorandum. They are:

1. To review the existing monitoring program and associated WQ data set, ✓
2. Identify methods to assess if stormwater discharges within the MS4 impact the 303(d)/TMDL listed waters, and
3. Identify possible methods to evaluate the effectiveness of the SWMP. ✓

These objectives will be accomplished by completing the following:

Stantec will:

Part 1 – Data and Monitoring Program Review

- Review the existing stormwater quality WQ data set and associated sampling locations
- Review the current stormwater monitoring plan

- Make recommendations (prior to the September 30 deadline of submission of the Revised Monitoring Plan) on how best to improve the data set and monitoring plan with respect to the new permit language and determining the effectiveness of the SWMP

Part 2 – Methods to Assess if Stormwater Discharges Impact the 303(d)/TMDL Listed Waters

- Based on monitoring data, typical stormwater quality literature values, local loading and flow values and 303(d) parameters, perform a brief analysis of the likelihood of storm flows contributing to the degradation of several sub-watersheds with the MS4.
- Perform a cursory review of available software models and required input suitable for use in the Truckee Meadows for the determination of SW impacts to 303(d)/TMDL listed waters. The capability of the models will be evaluated with respect to future waste load allocations, new BMPs and future versatility.
- Review the existing WARMF model and determine if it has the capability and sufficient inputs exist to assess if stormwater discharges are impacting the listed waters.

Part 3 – Possible Methods to Evaluate the Effectiveness of the SWMP

- Investigate how other NPDES Phase 1 permittees, such as Las Vegas and Salt Lake City are assessing stormwater impacts to listed waters and SWMP effectiveness
- Assess the utility of adopting similar procedures outlined in "Guidance for Assessing the Effectiveness of Municipal Stormwater Programs and Permits - Draft" (CA SWRCB, Nov. 2010) for evaluating the effectiveness of the SWMP

Stantec will review the WQ data set and make recommendations to the sampling and monitoring program needs. Recommendations with respect to a revised monitoring program will be with respect to other TM subtasks. Secondly, we will assess the suitability of several different WQ models on assessing stormwater impacts to 303(d)/TMDL listed waters. The TM will include recommendations on type and frequency of data needed to support the suggested recommendations. Lastly, the memo will list possible methods and techniques that can be used to assess the effectiveness of the SWMP. ✓

The Committee (SWPCC or designated City or County staff) will provide all data to be reviewed in electronic format, maps of the stormwater conveyance system and outfalls, and any other documents required by the consultant.

**Technical Memo #3: Identify Priorities for Program Elements**

The objective of this TM is to identify priorities for the critical SWMP program "elements" with respect to the new permit and available resources.

Stantec will:

- Review the new permit, identify new or modified activities, identify areas of potential improvement and make recommendations with respect to the following program elements:
  1. Public outreach and education
  2. Illicit discharges and detection
  3. Industrial facility monitoring and control
  4. Municipal operations (MS4 maintenance activities and good housekeeping practices)

5. Post-construction stormwater management program for new development and significant redevelopment
6. Intergovernmental coordination
7. Construction site BMPs and activities
8. Annual reporting activities and requirements

Stantec will prepare a TM that identifies priorities for action for the above SWMP program elements with respect to the new permit requirements. As a part of preparing text for the new SWMP, we will provide recommendations on ranking, action and schedule.

The Committee (SWPCC or designated City or County staff) will provide support, data, copies of the annual reports and any other documents as required by the consultant.

#### Technical Memo #4: New and Existing BMPs

The objective of this TM is to suggest a program of how the SWPCC and the community might identify and incorporate potential new BMPs to reduce SW contaminants to the maximum extent practicable (MEP), especially with respect to the 303(d)/TMDL listed constituents, in a manner consistent with the new permit. The TM may suggest some new BMPs for consideration, but is primarily tasked with establishing a framework for the evaluation, use and incorporation of new BMPs in the revised SWMP.

Stantec will:

- Review the existing programs, documents and BMPs (structural and non-structural)
- Assemble a list of BMP resources
- Perform a literature review for new/other BMPs that have potential for removing/controlling WQ constituents of concern pertinent to the Truckee Meadows
- Develop an approach for documenting the rationale for use, selection, effectiveness, relative cost and maintenance requirements of BMPs
- Develop an approach of how the SWPCC and the community will identify and incorporate potential new BMPs
- If appropriate, develop a schedule for inclusion of new BMPs into the existing manuals

Stantec will develop a TM discussing BMPs, resources and available documentation. A program of identifying new BMPs suitable for use in the Truckee Meadows will be suggested. Methodology for specifying the use, rationale, and effectiveness, cost, and maintenance requirements of BMPs will be presented along with the updated SWMP text.

The Committee (SWPCC or designated City or County staff) will provide support, data and documents as required by the consultant.

#### Technical Memo #5: Future Flood Management Projects

The objective of this TM is to provide procedures and guidance to address the potential WQ impacts on receiving waters of future flood management projects within the MS4. A checklist and approach will be formatted for possible inclusion in the revised SWMP.

Stantec will:

- Meet with local flood personnel and planners to develop a list and schedule of planned flood control projects within the MS4 permit area
- Using existing Stantec GIS resources, prepare a map of existing and planned flood control projects
- Review any existing procedures and design criteria that flood personnel used to maintain and improve water quality in flood control projects
- Perform a literature review for best available technology in mitigating flood control project impact on the WQ of receiving waters
- Develop a check list, procedures and recommendations to assure that future flood projects protect WQ of the receiving streams to the MEP
- Develop a schedule, necessary resources and suggested ordinances needed for implementation

Stantec will work closely with the Committee and the community to identify the potential procedures to minimize the impacts of flood projects on the water quality of the receiving waters. A TM will be prepared that identifies planned flood control projects and outlines a checklist of elements to be considered to protect the WQ of the associated receiving waters. The TM will present text for potential inclusion in the new SWMP.

The Committee (SWPCC or designated City or County staff) will provide support, data and documents as required by the consultant. Furthermore, the Committee is asked to facilitate setting up meetings with local flood staff.

Technical Memo #6: Effect of Post-Construction Stormwater Management Program on Water Quality Standards and Drinking Water Supply

The new permit requires an annual evaluation of whether elements in the Post-Construction Stormwater Management Program will tend to cause or contribute to elevated levels of pollutants in surface or groundwaters with respect to surface or drinking water standards.

Therefore, the objective of this TM is to review techniques and suggest an approach to ascertain if stormwater program elements contribute adversely to WQ standards for both surface and drinking waters. Since methodologies to assess if stormwater discharges impact 303(d)/TMDL listings will be addressed in TM #2 and post-construction activities commonly have an infiltration component (intentional or unintentional), this memo will primarily focus on the potential for stormwater to contaminate groundwater and how to conduct an annual assessment acceptable to the State of Nevada for permit compliance.

Stantec will:

- Review the existing Post-Construction Stormwater Management Program elements for their potential to adversely impact groundwater quality
- Perform a literature review as to methods and technologies to determine how post-construction stormwater BMPs might adversely impact WQ
- Investigate how other NPDES Phase 1 permittees, such as Las Vegas and Salt Lake City are assessing the issue
- Devise a procedure and approach for assessing the potential for stormwater practices to adversely affect the near-surface groundwater. This might include the identification of areas within the MS4 of appreciable SW infiltration, vulnerable soils, geology and topography, SW volumes, pavement coverage, industrial density,

likelihood of known contaminants, and location and density of drinking water supply wells. It is anticipated that components of a source water/wellhead protection program can be adopted to satisfy this permit requirement

Stantec will provide an advisory TM on how to assess if the existing Post-Construction Stormwater Management Program effects water quality, with the focus on near surface groundwater and drinking water quality. Based in part of how other regions are addressing this issue, literature results, findings, and local constraints, an approach will be presented on how we might address the impacts of the SWMP on surface and groundwater quality with respect to surface and drinking water regulations. It is anticipated that elements from source water/wellhead protection programs can be utilized along with a mapping/GIS component.

The Committee (SWPCC or designated City or County staff) will provide support, data and documents as required by the consultant. Additionally, data exchange and cooperation of drinking water purveyors within the MS4 boundaries will be requested.

#### Technical Memo #7: Project Development and Availability of Grant Funds to Support the SWPCC Efforts

Objectives of this technical memorandum are: 1) to identify potential grant sources for funding stormwater related projects within the MS4, 2) list some potential projects and locations, and 3) assemble background information pertaining to the selected projects to minimize the effort prior to the grant deadlines.

Stantec will:

- Identify applicable grant and other funding opportunities and list their associated constraints and funding schedules
- With the assistance of the Committee, the most recent Watershed Tributary Assessments, and inventory of outfalls, Stantec will identify top priority projects targeted to specific funding opportunities and requirements
- Applicable background data pertaining to the projects will be collected, assembled and documented
- The project idea, goals and objectives will be identified along with a short conceptual description

Stantec will prepare a TM which summarizes the grant opportunities and funding sources most likely available to fund stormwater related activities within the Truckee Meadows. We will identify some potential projects and prepare a short summary. This TM will not be included in the updated SWMP document.

The Committee (SWPCC or designated City or County staff) will provide ideas, information support, data and documents as required by the consultant.

### **Task 3: Preparation of the Draft Revised SWMP**

Stantec will accumulate, incorporate, and format revisions to the existing SWMP document provided by the SWPCC and produce a single Draft Revised SWMP electronic copy for the SWPCC. Stantec will provide the TMs described in Task 2 to the SWPCC in electronic format with adequate review time (~2 months) prior to potential incorporation into the Revised SWMP document.

#### Task 4: Review and Preparation of the Final SWMP

Following the receipt of comments from the SWPCC, Stantec will prepare a Final Revised SWMP in electronic format for the Committee to submit to NDEP prior to November 26, 2011.

#### Supplementary Items and Assumptions

**Deliverables:** Technical Memorandums and the Revised SWMP Document will be supplied in electronic format. Documents will be submitted as *DRAFT* to the SWPCC for review and approval prior to finalizing. It is assumed that one iteration of the draft and final documents will be required.

**Schedule:** Stantec will provide the TMs described in Task 2 to the SWPCC with adequate review time (~2 months) prior to incorporation into the revised (draft) updated SWMP document. Stantec will work closely with the Committee to prioritize efforts. It is recognized the permit requires a public input process. It is anticipated the SWPCC will use the Northern Nevada Water Planning Commission (NNWPC) for this purpose. The final updates to the SWMP document will be provided to the SWPCC prior to the October 2011 NNWPC with target date of the final revised SWMP document for submittal to NDEP on November 11, 2011 (note: the new permit requires the revised SWMP to be submitted before November 26, 2011, which falls on the Saturday of Thanksgiving. We have selected November 11 as the target for having the final document ready).

**Meetings:** Regular meetings will be required to obtain information and guidance from the Committee. Furthermore, meetings will be necessary to inform the Committee as to the progress and results of the various consultant tasks. It is assumed that general meeting requirements can be satisfied as a component of the regular SWPCC monthly meetings. Exceptions are meetings with the jurisdictions (City of Reno, City of Sparks and Washoe County) to discuss ordinances (TM1) and a meeting with Truckee River Flood Project (TRFP) personnel (TM5). It is assumed that there will be a maximum of 9 meetings with the SWPCC, one meeting with each jurisdiction, one meeting with the TRFP and attendance at one Northern Nevada Water Planning Commission meeting.

#### Assumptions:

- Stantec will have the ability to reallocate funds between tasks as long as the total not-to-exceed value is unchanged.
- Other required SWMP program elements or text, not listed in the above scope but required in the SWMP update, will be supplied by the permittees or the Committee.
- Updates to the SWMP text provided by the Committee shall be provided in a consistent and agreed upon format.
- Committee comments and changes to the SWMP and TM text need to be provided to the consultant in a timely manner.
- Responses to requests for information need to be provided to the consultant in a timely manner.
- Delays in receiving required information or comments will have a direct impact on the schedule and may affect Stantec's ability to meet the schedule outlined above and/or the November 11, 2011 target.
- The public process will be handled by the Committee.
- Printing and reproduction components are not included in this scope of work.

Ms. Terri Svetich, PE  
CITY OF RENO PUBLIC WORKS  
January 21, 2011  
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**Fees:**

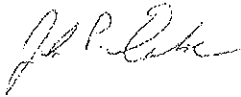
Stantec proposes to provide Tasks 1-4 as described in the Scope of Work above on a Time and Materials basis, not to exceed the following estimated cost shown in Table 1 (Page 9). The fees are inclusive of all in-scope work and are not subject to any additional Fixed Rate Disbursement fees.

Should this proposed scope be found acceptable, please provide Stantec with an authorization to proceed, a purchase order number, and any necessary contract documents. Upon receiving your written authorization and purchase order number, we will proceed with our services as described above.

Stantec Consulting appreciates the opportunity to be of service to the City of Reno and the SWPCC, and we look forward to working with you on this project. Should you have any questions or concerns regarding the Scope of Work, please call me on my direct line at (775) 689-0106 at your convenience.

Thank you,

**STANTEC CONSULTING SERVICES INC.**

A handwritten signature in black ink, appearing to read "J. Enloe", is positioned above the printed name and title.

John Enloe, PE  
Principal



Table 1. Estimated Project Costs by Task

Task	Sub	Task Description	Estimated Effort by Staff Type (hrs)					Est. Cost (\$)
			Scientist	Principal	Engr.	GIS or Tech	Clerical	
1		<b>Project Management and Quality Assurance</b>						
		☐ Budget, schedules, meetings, oversight, review, QC						\$18,000
2		<b>Preparation, Content, Formatting and Review of TMs</b>						
	TM 1	<b>Legal Authority for Each Jurisdiction</b>						
		☐ Review & compare old and new permits						
		☐ Identify "legal" req. for eight different SWMP elements						
		☐ Review ordinances ( 3 jurisdictions, 3 meetings)						
		☐ Recom. enhancements to each of the jurisdiction's						
		☐ Provide SWMP formatted language, priorities and schedule						
		Total =	72	4	60		4	\$22,200
	TM 2	<b>Program Components for Determining SWMP Effectiveness</b>						
		☐ Review WQ data, sampling & recommend						
		☐ Review the SW Monitoring Program and recommendations						
		☐ Paper exercise on if SW contributes to 303(d) listing						
		☐ WARMP model capability for SW contributions to the 303(d)						
		☐ Review of software and data to assess SW impact on 303(d)						
		☐ Investigation on how Salt Lake & Vegas assess SW on 303(d)						
		☐ Assess the SWRCB procedures for assessing the effect of the						
		☐ Provide SWMP formatted language, priorities and schedule						
		Total =	146	4	50	16	4	\$33,900
	TM 3	<b>Identify Priorities for Program Elements</b>						
		☐ Review new permit & ID new or modified activities for 8						
		1. Public outreach & education, 2. Illicit discharges and						
		3. Industrial facility monitoring, 4. Municipal operations						
		5. Post-construction SW mgt. prog. for NDSR, 6. Intergovern.						
		7. Construction site BMPs, 8. Annual reporting						
		☐ Provide SWMP formatted language, priorities and schedule						
		Total =	156	2	10		4	\$26,200
	TM 4	<b>New and Existing BMPs</b>						
		☐ Review the existing programs, documents and BMPs						
		☐ Assemble a list of BMP resources and tools						
		☐ Lit. review for BMPs with potential to control 303(d)						
		☐ Develop approach/rational for use, selection, effectiveness &						
		☐ Develop approach on how to ID and incorporate new BMPs						
		☐ Provide SWMP formatted language, priorities and schedule						
		Total =	152	4	16	8	4	\$27,000
	TM 5	<b>Future Regional Flood Management Projects</b>						
		☐ Meetings to develop lists & schedule of new flood projects						
		☐ GIS map of existing & planned flood projects						\$8,500
		☐ Review existing procedures for mitigating impacts on WQ						
		☐ Lit. review of how others mitigate flood project effects on						
		☐ Develop checklist & procedures for mitigating flood proj WQ						
		☐ Provide SWMP formatted language, priorities and schedule						
		Total =	76	4	44	48	4	\$25,700
	TM 6	<b>Effect of Post-Const. SWMP on WQ Standards &amp; Drinking Water</b>						
		☐ Review exist. post-const. prog. & potential for impacting WQ						
		☐ Lit. review for methods/tech to mitigate adverse effects of						
		☐ Investigation on how Salt Lake and Vegas are addressing the						
		☐ Devise procedure for assessment and suggested						
		☐ Provide SWMP formatted language, priorities and schedule						
		Total =	92	6	12	8	4	\$18,500
	TM 7	<b>Project Development and Grant Funds to Support the SWPCC</b>						
		☐ Identify applicable grant funds and opportunities						
		☐ Develop a list of some possible projects						
		☐ Collect related project data and maps						
		☐ Develop project goals and conceptual description						
		Total =	40	8			4	\$8,000
3		<b>Preparation of the Draft Revised SWMP</b>						
		☐ Collect revisions from the Committee and discuss inclusion						
		☐ With Committee, remove, edit and revise obsolete sections						
		☐ Update timelines, schedules and priorities						
		☐ Add new sections, text and table required in the new permit						
		☐ Reformat, structure and final pagination and send out for						
		Total =	100			12	40	\$20,700
4		<b>Preparation of the Final Revised SWMP</b>						
		☐ Collect and review comments from Committee & others						
		☐ Review comments and incorporate changes and updates						
		☐ Reformat, structure and final pagination						
		Total =	24			2	26	\$6,600
		Project Total =						\$206,800
		Project Total Less 5% Discount =						\$196,500