

## **INTERLOCAL AGREEMENT BETWEEN TRUCKEE MEADOWS WATER AUTHORITY AND THE CITY OF RENO**

This Interlocal Agreement (“Agreement”) is made and entered into this day of \_\_\_\_\_, 2024, by and between the Truckee Meadows Water Authority, a joint powers authority under the laws of the State of Nevada (“TMWA”) and the City of Reno, a municipal corporation (“City” and, collectively with TMWA, the “Parties”).

### **RECITALS**

**WHEREAS**, 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;

**WHEREAS**, the City and TMWA seek to equally share the cost of certain water quality instrumentation and laboratory testing performed on wastewater samples collected by the University of Nevada, Reno, from the Reno Stead Water Reclamation Facility (the “RSWRF”) for purposes of source control (the “Project”); and

**WHEREAS**, the Project will mutually benefit the Parties by providing additional information regarding source control at the RSWRF;

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TMWA and the City agree as follows:

### **AGREEMENT**

1. Parties. This Agreement is made and entered into between TMWA and the City.
2. Schedule of Performance. For the mutual benefit of the Parties, the Project will consist of the purchase of water quality instrumentation and performance of laboratory testing of wastewater samples collected by the University of Nevada, Reno from the RSWRF. This testing is anticipated to provide additional information to the Parties regarding source control at the RSWRF and reduce costs by avoiding purchasing duplicative equipment. Additional information about the Project is included within the Scope of Work attached to this

Agreement as Exhibit “A” and incorporated herein by reference. TMWA will be contracting with any necessary laboratories and/or other contractors, as well as purchasing any equipment required to complete the Project.

3. Cost Share. TMWA and the City both agree to pay fifty percent (50%) each, respectively, for the cost of the Project. The total cost of this Project is not to exceed \$400,000.00.. As costs accrue through the Project, and in no event less than once per quarter, TMWA will invoice the City for its share of those costs. The City agrees to pay these invoices within thirty (30) days of receipt.
4. Work Product. The Work Product from this Project will consist of lab reports, which will be provided to both Parties. Upon completion of the Project, any work generated will be owned by and may be used by either Party.
5. Termination. The Agreement shall automatically terminate upon completion of the Project and the fulfillment of all payment obligations under the Agreement. Additionally, either Party may terminate this Agreement at any time with or without cause upon ninety (90) day advanced written notice to the other Party. However, if TMWA is legally obligated to pay for Project work through a binding contract, the City will pay its fifty percent (50%) share of any binding Project work incurred prior to the termination of this Agreement.
6. Indemnification. Subject to the limitation of chapter 41 of Nevada Revised Statutes, each Party agrees to indemnify, defend and to hold the other Party harmless from and against any liability, including but not limited to, property damage, personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employees arising out of the performance of this Agreement.
7. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Nevada, County of Washoe. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the state court situated in Washoe County, Nevada. If either Party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorneys’ fees, as determined by the court.
8. Entire Agreement. This Agreement represents the entire understanding of the Parties as to the matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in preparation of this Agreement, the language of this

Agreement shall be constructed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

9. Authorization. Each Party represents that all required authorizations have been obtained to execute this Agreement and the compliance with each and every term hereof. Each person signing this Agreement warrants and represents to the other Party that they have actual authority to execute this Agreement on behalf of the Party for whom they sign.
10. Notices. All communications/notices required pursuant to the Agreement shall be given in person or by registered or certified mail, postage prepaid, to the other parties, as follows:

For the City of Reno:

Trina Magoon  
Director of Utility Services  
City of Reno  
PO Box 1900  
Reno, NV 89505

For TMWA:

John Zimmerman  
General Manager  
Truckee Meadows Water Authority  
PO Box 30013  
Reno, NV 89520-3013

11. Miscellaneous. Each Party will cooperate with the other Party to this Agreement and their agents in carrying out their respective responsibilities under this Agreement. Each Party will assist the other Party in communicating with the public regarding the provisions of this Agreement. This Agreement may be amended in writing by mutual consent of the Parties. This Agreement shall not be construed to provide any third-person or entity not a party to this Agreement with any benefits or cause of action arising from the performance of this Agreement.

**SIGNATURES**

CITY OF RENO

ATTEST:

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

\_\_\_\_\_  
Mikki Huntsman, Reno City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Ball Rothe, Deputy City Attorney

TRUCKEE MEADOWS WATER AUTHORITY

APPROVED AS TO FORM:

\_\_\_\_\_  
John Zimmerman, General Manager

\_\_\_\_\_  
Daniel Nubel, Staff Attorney

STATE OF NEVADA        )

COUNTY OF WASHOE     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by John Zimmerman, General Manager of the TRUCKEE MEADOWS WATER AUTHORITY, on behalf of said Joint Powers Authority therein named.

\_\_\_\_\_  
Notary Public

## **Exhibit A**

### **Project Description and Scope**

#### **Description**

This Project Description addresses the sampling and monitoring activities related to the Reno-Stead Water Reclamation Facility (RSWRF) Sampling Plan for Enhanced Source Control. The RSWRF and its collection system data will be utilized to produce key documents including pollutant prioritization, industrial user characterizations, and enhanced source control mitigation and management strategies.

#### **Background**

The University of Nevada, Reno's Nevada Water Innovation Institute (NWII) is performing the Enhanced Source Control Project for RSWRF under Western Regional Water Commission (WRWC) funding. NWII's tasks under that contract are to:

- Develop detailed sampling schedules
- Carry out field sampling and monitoring activities
- Perform microbial analysis at UNR's laboratory
- Establish a data management plan
- Prepare final enhanced source control assessment documentation for integration into the final Advanced Purified Water Facility Project Permit Engineering Report and draft A+ permit application

#### **Scope**

The scope of work for this part of the project, and proposed interlocal agreement between the City of Reno (the "City") and Truckee Meadows Water Authority ("TMWA"), at a 50% cost share each, includes:

- Laboratory testing and analysis on wastewater samples collected at the RSWRF (which are not covered under the WRWC contract with NWII) .
- Water quality sensor and instrumentation purchase and installation for continuous data collection in RSWRF tertiary effluent

Commercial laboratories will contract directly with TMWA. TMWA will manage bottle orders, sample shipments, data receiving and invoicing.