

INTERLOCAL AGREEMENT
(Environmental Incentives Scope of Work – Water Quality Crediting Program)

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between the Western Regional Water Commission, a political subdivision of the State of Nevada (the "Commission") and the City of Reno, a municipal corporation ("COR"), collectively the "Parties" or, as the context requires, each a "Party". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are each a public agency as defined in NRS 277.100(1).

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 March 17, 2021, the Commission at its regular meeting held that date, approved a proposal for funding in an amount not to exceed \$200,000 from the Regional Water Management Fund ("RWMF") to reimburse the COR for services in support of developing a water quality crediting and offset program (including costs incurred by the COR for services performed by Environmental Incentives on behalf of COR) more particularly described in Exhibit "A" attached hereto (the "Project"), and authorized the Chairman to execute an agreement for that purpose.

2.4 The Parties desire to enter into this Agreement to facilitate the Project and set forth certain agreements and obligations with respect to the Project.

3) RIGHTS & DUTIES

3.1 COR

3.1.1 COR will engage Environmental Incentives to perform the services (the "Services") set forth in the scope of work and fee schedule attached hereto as Exhibit "A" and incorporated herein by reference as necessary to complete the Project. COR shall be

responsible for the professional quality and technical accuracy of the Services furnished by Environmental Incentives through COR to the Commission.

3.1.2 COR shall conduct the Project and submit invoices to the Commission through its Contract Administrator, on a monthly basis, for the Services. Work on the Project will progress and be completed by June 30, 2023.

3.1.3 COR 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.

3.1.4 COR 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.

3.2 COMMISSION

3.2.1 The Commission's Water Management Planner, Chris Wessel, or his successor in the same or equivalent position, is hereby designated as the Commission's Contract Administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.2 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 approval.

3.2.3 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, compliance with the scope of the Project, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the Commission's expense.

3.2.4 As compensation for the Services hereunder, the Commission agrees to pay COR at the rates set forth in Exhibit "A" attached hereto; provided, in no event shall the

total compensation due or paid to COR pursuant to this Agreement exceed the sum of \$180,000 for fiscal year 2021-2022 and \$20,000 for fiscal year 2022-2023, from the RWMF.

3.3 Joint Rights and Responsibilities

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

3.3.2 Both Parties agree to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

4) INDEMNIFICATION

4.1 Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employers arising out of the performance of this Agreement.. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any incorporated attachments. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to COR, for the fiscal year budget in existence at the time of the breach.

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. This Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action arising from the performance of this Agreement.

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, COR hereby consents to the termination of this Agreement. In such event, the Commission shall notify COR 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 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; when sent to a Party by electronic mail and same day U.S. regular mail with U.S. Postal Service Certificate of Mailing; or, if only 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: Chris Wessel, Water Management Planner
Western Regional Water Commission
1001 E. Ninth Street
Reno, Nevada 89512
Email: jsmitherman@washoecounty.us

To COR:

Theresa Jones, Associate Environmental Engineer,
City of Reno Public Works
P.O. Box 1900,
Reno, NV 89505
Email: jonest@reno.gov

5.9 This Agreement is effective June 1, 2021, regardless of the date each Party signs this Agreement ("Effective Date").

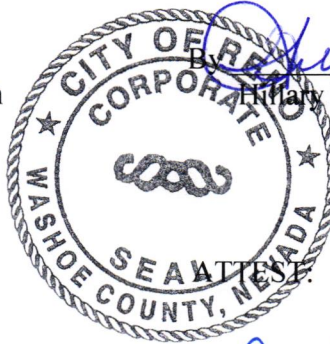
WESTERN REGIONAL WATER COMMISSION CITY OF RENO

Dated this ____ day of _____, 2021

Dated this 11 day of August, 2021

By Vaughn Hartung
Vaughn Hartung, WRWC Chairman

By Hillary L. Schieve
Hillary L. Schieve, Mayor



APPROVED AS TO FORM:
McDonald Carano LLP.

By Michael Pagni
Michael Pagni,
WRWC Legal Counsel

By Mikki Huntsman
~~Ashley D. Turney~~
Reno City Clerk

APPROVED AS TO FORM:

By Susan Ball Rothe
Susan Ball Rothe, Deputy City Attorney



DATE	January 8, 2021
FROM	Chad Praul, Partner, Environmental Incentives
RE	Proposal to Develop a Water Quality Crediting Program for Truckee Meadows

A water quality crediting and offset program can create compliance flexibility and lower costs for permittees within the Truckee Meadows region to meet discharge permit requirements for nutrients and total dissolved solids (TDS). This memo describes the value of a crediting program to funding agencies and introduces a consultant with local (Nevada) and national experience in developing pollutant-trading programs. Included in this proposal are: the need for this crediting program, a recommended scope of work, and a proposed budget.

REGIONAL PARTNER NEEDS

The Nevada Division of Environmental Protection's (NDEP's) permit for the Truckee Meadows Water Reclamation Facility (NPDES Permit NV0020150) allows several compliance pathways for waste discharge requirements and TMDL Individual Waste Load Allocations and Load Allocations (allocations). Provisions 1.A.4 b & c allow for trading allocations among permittees as long as the overall cap is maintained, while provision 1.A.5 allows for upstream offsetting of downstream loads. A well-designed program can use these provisions to unlock new funding, enable flexibility in project siting and ensure precious public funds are focused on the most cost-effective pollutant reduction projects. Thus, the regional partners are seeking support for development of a point- and non-point source pollutant reduction credit and offset program (Crediting Program) that is deemed acceptable to both the co-permittees and NDEP.

The Crediting Program must substantially reduce uncertainty about the types of projects that can earn credit and define a clear process for approval by NDEP. Moreover, the Crediting Program must provide enough flexibility for the co-permittees (or other project proponents) to create significant cost savings and environmental benefit that motivates offset project delivery.

Crediting Program Value & Project Examples

The value of a Crediting Program may be best demonstrated with a few conceptual project examples that would be enabled with Credit Program transactions.

- Gain flexibility to enable economic growth without increasing pollutant loads - Current load allocations are at 100% of the TMDL cap and dischargers will need to plan for hitting their allocations. Thus there will be no room for affordable housing growth that may increase wastewater treatment plant loads or allowances for new dischargers that may be community development priorities.
- Gain credit for the water quality benefits of restoration - The recent Watershed Plan for Tributaries to the Truckee River identifies dozens of watershed improvement projects that will be done with or without a Crediting Program; however their permit-related benefits will be lost without a Crediting Program. For instance, the Sapphire Ridge Stream Stabilization project, has

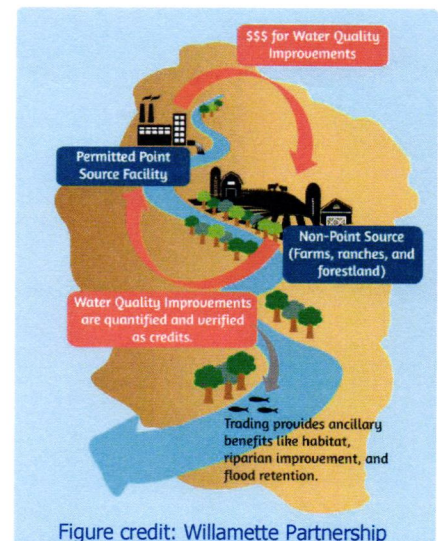


Figure credit: Willamette Partnership

estimated load reductions of 0.25 pound per day of Total Nitrogen and 0.11 pounds per day of Total Phosphorus. Gleaning all of these benefits from the many planned projects would create significant opportunity to avoid treatment plant upgrades or costly on-site stormwater treatment in urban areas.

- **Unlock new sources of funding and land** - Contracts that enable permittees to use each other's funds or land have opened new project opportunities. For example, the City of South Lake Tahoe and CalTrans have such an agreement through Tahoe's Lake Clarity Crediting Program. A similar situation could occur in the Truckee Meadows if a new industrial permittee (e.g. Tesla Motors) could become a significant new stormwater discharger during construction of a new factory. A Crediting Program could allow the company to become a source of funding to reduce loads on Washoe County or City of Sparks land rather than doing on-site stormwater treatment.

The only missing pieces necessary to facilitate these valuable types of transactions are: 1) a clear method to estimate benefits and 2) an accepted process to verify and track offset projects. Both missing pieces are provided through the work described in this proposal.

PROJECT APPROACH

This project leverages a substantial toolbox of existing resources and previous program development experience to produce a Truckee Meadows-focused product set. The product set and stakeholder engagement process will be designed to win NDEP acceptance and lead to transactions that enable growth or reduce compliance costs.

Existing Resources

There is existing guidance for program design that ranges from national-scale documents to locally targeted plans. At the national scale, the National Network on Water Quality Trading has defined 11 program elements and a set of templates with language that is highly relevant to WQ offset program design. A recent national policy memo from US EPA provides substantially updated principles that promote market-based mechanisms for improving water quality. This memo provides principles that clearly encourage offset programs and are very likely to resonate with NDEP.

(<https://www.epa.gov/sites/production/files/2019-02/documents/trading-policy-memo-2019.pdf>)

Consultant's Experience and Insights

The Environmental Incentives' (EI) team has deep experience in designing alternative compliance programs that can provide crucial insights in the co-permittees' offset program design choices. EI developed NDEP's Lake Clarity Crediting Program that has resulted in hundreds of projects receiving water quality credit for nutrient and sediment reductions. EI is currently scoping alternative compliance programs for post-construction stormwater runoff requirements in two cities on the central coast of California where net environmental benefit is helping encourage regulators to accept these programs that provide regulatory flexibility. EI also designed and launched the Nevada Conservation Credit system that enables offset projects for Sagebrush Ecosystems and taught us to bring a complete straw proposal for rapid program development.

Our flagship project in Nevada helped us to realize that only programs that inspire regulatory acceptance of projects create value for our clients. The Lake Clarity Crediting Program has led to hundreds of regulator-accepted transactions over more than 5 years, including active transactions in 2020 (<https://clarity.laketahoeinfo.org/>). While the guidance document from this program may make a good model for the Offset Program Document and is familiar to NDEP; a simpler model may be adequate for the Truckee Meadows region because the Offset Program is likely to have fewer transactions and a single regulator that needs to approve projects.

EI has also found that regulators and environmental interests are motivated to accept new programs when they create net environmental benefit. There are many ways to create net benefit but use of

transaction ratios or “risk insurance pools” are useful features of an offset program that make it more difficult for regulators to hold up acceptance.

Rather than bring a sequence of a dozen program elements in sequence, this project is designed to produce a complete straw proposal in a PowerPoint booklet for the co-permittees to make decisions and guide the production team early in the project. When designing water quality programs, substantial time is saved if most program design choices are considered at one time, rather than considering each choice in isolation. For instance, defining the eligible area (i.e. watershed scale) for offset projects should be done at the same time as defining the timeframe for offset project implementation and who is eligible to use the program. (<http://sagebrushneco.nv.gov/CCS/ConservationCreditSystem/>, www.enviroaccounting.com/NVCreditSystem/Program/Home)

SCOPE OF WORK

The following scope of work describes the tasks and deliverables that are expected to meet the needs of NDEP and co-permittees. The co-permittees include City of Reno, City of Sparks and Washoe County; represented by a Core Collaboration Team. The first four tasks are presented as **sequential tasks** that are completed in order; however many elements of later, **crosscutting tasks** will be integrated into the sequential tasks to ensure that deliverables are produced efficiently, with maximum insight and valuable stakeholder engagement.

Sequential Tasks

Task 1: Discover Truckee Meadows needs & introduce offset program elements

This task focuses on discovering the unique relationships, context and program needs for the Truckee Meadows. It introduces example water quality offset programs and the essential elements of offset program design. Conducting a Launch and Discovery meeting to build consensus on stakeholders’ expected project outcomes is necessary to be successful. A successful launch will also set expectations of the project such as: stakeholder roles, review timing and project process.

Deliverables

- A. **Launch & Discovery meeting** with co-permittee staff (in-person) including 2-page meeting report
- B. **Project definition presentation** with descriptions of program elements and case studies of example offset programs

Task 2: Develop & review program design booklet

Developing the concepts that will be written in program documents is best done in a visual format with adequate narrative support to avoid miscommunication. The consultant will prepare a PowerPoint “booklet” that describes the essential program design concepts needed for the co-permittee’s situation in visual and brief text format. This booklet will support verbal presentations and also function as a stand-alone resource for use by co-permittee staff. The content of the booklet will describe the vision for the offset program, provide context for decisions about program design options and recommend viable choices for each option. The project team will introduce recommended program elements, lead co-permittee staff through necessary decisions in an in-person meeting, and capture decisions in a meeting report.

Deliverables

- C. **Program element booklet file** built in PowerPoint for use by co-permittee staff. The booklet will define key concepts and decisions needed to design a program.

Task 3: Draft offset program document

Once conceptual choices are decided by the co-permittee, consultants will produce a draft program description document that fully describes the ideas in text but also includes many of the visuals provided in the booklet. This task also provides significant effort to develop a tracking system for offset projects and a template project proposal form. These materials will enhance certainty for the information that will be provided to NDEP and reduce risk for the co-permittee or other project proponents of projects failing to earn offset credit. Documents will be targeted for evaluation by NDEP staff as a primary audience because they are the people who will determine acceptability of the program. The secondary audience will be co-permittee staff and project proponents because they will have to learn and easily use the documents for transactions to take place.

Consultants will introduce the documents to the co-permittee project manager (and other staff-level reviewers) via an in-person meeting, allow adequate time for independent review and then incorporate consensus comments. The end-point deliverables of this task are a set of draft documents and templates that are ready for review by NDEP and co-permittee upper management.

The general content for the deliverables includes

- Offset Program Document - Programmatic guidance defines what kinds of projects are viable offsets and the process expected to approve them. This program is also likely to have additional uses related to tracking the multiple benefits of these projects and funding them during planning, construction and maintenance portions of their life cycle. The program guidance is expected to include the following design elements
 - **Eligible Project Types** – Reducing uncertainty about the types of projects that are eligible for offsetting each pollutant load is highly desired. This element of the offset program will focus on defining the project types and the essential physiochemical processes they use to reduce pollutant loads. Focusing on the underlying process will provide additional clarity about what makes the project type valuable. It is also crucial to define the method or tool that will be used to define the amount of credit that can be earned by each project. This is likely to be different for most project types, but may be applicable to all project types.
 - **Eligible Area** – The locations allowed for offset projects (i.e. watershed scale). In other words, this language is necessary to fully define the meaning of the permit provision and is a crucial design element for allowing enough flexibility and cost advantage to motivate use the offset program.
 - **Credit Definition** - A complete definition of the units of benefit or “credits” that are being used in the program. While this is likely to be pollutant loads, it may substantially simplify the program for developers to use runoff volume or another surrogate metric that integrates all of the pollutant species. This may be viable because Reno is likely to have consistent precipitation rates (??), soils and social characteristics to translate loads to a surrogate metric more easily understood by project proponents.
 - **Credit Method** – The method of calculating credits can be described in narrative text or via an existing water quality model. This section will identify an existing method/model and provide recommendations for using it. The current expectation for this program is to use USEPA’s STEPL model. This model is designed for urban and agricultural BMPs but does not estimate pollutant load reductions for dissolved constituents. Other existing methods/models may be used if additional pollutants or features are desired.
 - **Approval Process** – A clear definition of the expected offset project reviews, focusing on developing increased confidence that a project will earn offset credit before substantial investments in project design, implementation and operation. (Mediation Process – is this ever included?)

- **Roles and Responsibilities** – Guidance related to the functions of program participants including public engagement and dispute resolution processes.
- **Fee Schedule** – Policy describing expected fees for offset program activities (e.g. application review) and if necessary, estimates of administrative costs borne by the co-permittee and regulators.
- **Agreements & Assurances** – Clear verification, inspection, operations and maintenance agreements and incentive structures to ensure that projects are maintained overtime.
- **Offset Project Registry System** – This will be a basic tool that will track projects and account for the credits they earn, project by project. This system is essential to document and provide backup for the benefits of each project so that program auditors can verify the success of the program. Registry tools typically work well in spreadsheet form for programs that have few projects, but needs can advance to more secure databases or on-line systems as the numbers of projects and users grow. This task provides a basic spreadsheet registry.
- **Project Proposal Template** – A fillable form that includes information necessary to get credit for an offset project. This template would be created by a project proponent and reviewed by NDEP to earn credit and ensure that information needed for the project registry is available and refined during the project design process. A “final” version of the template would be used upon completion of as-built plans for the completed project. The final version of the template would provide the backup for data tracked in the project registry.

Deliverables

- D. **Draft offset program document**
- E. **Draft project registry system**
- F. **Draft project proposal template**

Task 4: Deliver working drafts of offset program documents

This task enables the consulting team to incorporate consensus comments and deliver “working” drafts that are ready for co-permittee staff and project proponents to use and manage. The process for this task involves: (1) incorporation of Core Collaboration Team comments (see definition in Task 5), (2) review of the revised drafts with the Core Collaboration Team and (3) delivery of documents that are ready to guide project proponents and be accepted by regulators. It is possible that further revisions will be needed if regulators request them during initial pilot transactions, and this support is offered in a later task.

Deliverables

- G. **Working Draft Offset Program Document** (revised)
- H. **Working project registry system** (revised)
- I. **Project proposal template** (revised)

Crosscutting Tasks

Task 5: Engage and collaborate during program development to promote adoption and use

This task focuses on mapping a communication strategy, making well-supported decisions with a core group and socializing the program with stakeholders to create a collaborative development process that helps all parties approve and use the program. Consultants will produce meeting plans, presentations, and talking points that can be used to understand the program and ensure its relevance and utility in the Truckee Meadows. While the project may evolve and lead in other directions, the expected activities include

- Mapping of stakeholders into appropriate levels of engagement and techniques for engaging them. Engagement levels are expected to include:

- **Core Collaboration Team:** the small group of agency personnel who will fully engage to consistently guide the consultant team and make any strategic decisions needed. When the Core collaboration team members have a concern, it is fully addressed to their satisfaction. Possible Core Collaboration team members are the co-permittees and NDEP.
- **Consulted Stakeholders:** A relatively small group of invited and consistently engaged staff from selected agencies or NGOs who provide relevant and valuable perspectives. When Consulted stakeholders have a concern, it will be considered and responded to, but may not change the decisions of the Core Collaboration Team. Possible Consulted Stakeholders may include Land Trusts, The Nature Conservancy, One Truckee River and the USFS.
- **Informed Stakeholders:** A broader group of people who want to know what is coming and avoid surprises. These stakeholders may be invited to see presentations and refer to written materials if they actively pursue them. Possible informed stakeholders may include the building association, knowledgeable members of public and water-related agencies who sign up to receive information.
- The communication strategy for each of the groups includes
 - Core Collaboration Team Meeting Series designed for the most engaged stakeholders who can dedicate several hours to preparation and follow up review.
 - **Launch & Discovery Meeting** to provide examples of other offset programs, see example products and explore initial concepts for program elements. This interaction is scheduled for the first month of the project. (Note for budget purposes: this meeting is included and budgeted in Task 1.)
 - **Concept Review Session** in which the “booklet” (from Task 2) is discussed and decisions are made about program design elements (such as the credit estimation tool/method). This session is scheduled for the fifth month of the project once the key design elements of the Offset Program have been designed.
 - **Draft Document Introduction Workshop** in which the consultant team leads an activity focused on using the draft program document to produce a simulated pilot project. The consultant will also provide focused review instructions. This workshop is scheduled for the eighth month of the project, after a complete draft document is available.
 - **Draft Document Comment Integration Meeting** in which the consultant will present consensus and countervailing comments from the Core Team and recommend how to incorporate them. This meeting is scheduled for the ninth month of the project after the Core Team provides comments.
 - **Working Version Document Introduction Meeting** to help the Core Team move forward with the document to create a pilot project that demonstrates a transaction and can achieve regulator acceptance. This meeting is scheduled for the twelfth month of the project after the document is ready for use.
 - Consulted Stakeholder Engagement
 - **Concept Review Presentation** to be provided to a larger group that may offer useful perspectives. The “booklet” file will be circulated before the presentation and questions will be responded to in person. If follow up is deemed valuable by the consultant or project manager, individual calls/meeting are possible. This presentation is scheduled for the fifth month of the project after the Core Team has reviewed the “booklet”.
 - **Draft Document Introduction Workshop** in which the consultant team leads an activity focused on using the draft program document to produce a simulated pilot project **will be targeted to this engagement level**. The consultant will also provide focused review instructions and set boundaries for requested input from

this group of stakeholders. This workshop is scheduled for the eighth month of the project, after a complete draft document is available.

- Informed Stakeholder Outreach
 - ⦿ An invitation to a broad group of potentially interested stakeholders who may want to opt into receiving 1-way information about the project as it progresses.
 - An opt-in email distribution list and basic “project website” will be made accessible with appropriate credentials. The project website will contain brief synopses of the project progress and contextualized descriptions of project documents and files. Occasional emails will be delivered to the list when project milestones are achieved.

In the case that COVID-19 safety concerns preclude in-person meetings, the consultant is prepared to lead remote meetings with highly-effective written and visual interaction to gain input and build familiarity with the offset program. See www.mural.co for an example tool that is typically used by the consultant for rich, remote collaboration.

Deliverables

- J. **5 Core Collaboration Team Engagements** with meeting plans, presentations and post-meeting reports that capture decisions, action items and key points from participants.
- K. **2 Consulted Stakeholder Engagements** to present concepts and answer questions about program design elements. Includes 2-page record of decisions and outcomes from the meeting.
- L. **Information Resources** for informed stakeholder outreach. These include a basic project website and communication materials intended for the public and opt-in participants.

Task 6: Support adoption & pilot transaction

Development of more than a dozen relevant programs has shown the value of support to project proponents and program administrators during a pilot transaction or two. This support typically comes in the form of “help desk” phone calls and Q&A meetings. Often regulators make adoption/approval decisions for a program after they see a project move through the process. In most cases, minor tuning of program elements occurs during this phase of program development and documents are updated. This task provides consultant support to the project proponent and NDEP during this phase.

Deliverables

- M. Q&A calls and meetings
- N. Minor revision to program documents

Task 7: Manage project progress & decisions

This task provides time to strategize with the project manager and make decisions that guide the project to efficiently produce products at the quality that achieves the project goals. The task also enables production of monthly project control, progress reports and invoices.

Deliverables

- O. Monthly project management calls/meetings
- P. Progress reports & invoices

SCHEDULE

The scope of work described requires adequate time to engage co-permittee staff and the NDEP. Assuming typical lead times to schedule meetings, an initial conceptual timeframe for development of a working version of the Offset Program Document is 12 months from notice to proceed. After the Offset Program is operational, an additional 6 months of support for a pilot transaction is included in this proposal. This operational support may be best used starting several months after the Offset Program document is available, creating an intentional quiet period. The following table shows key schedule milestones.

Discovery Meeting	1 month
Create "Booklet"	5 months
Draft Program Document	8 months
Deliver Working Document	12 months
Pilot Project Development (Quiet Period)	3-12 months
Support for Transaction	6 months

BUDGET

The budget for delivering this scope of work is intended for a Time & Materials, professional services contract. Expected cost categories include consulting time, direct travel expenses and other direct costs. While these cost categories are current best estimates, it is expected that some funds may be transferred between cost categories with the approval of the Reno Project Manager. Billing rates are presented in two tables, one for calendar year 2021 and a second that has been adjusted for 2022 to incorporate market forces and cost of living increases. The overall budget of \$198,431 shall not be exceeded without a written, signed amendment from a signing authority of the project management agency.

Key assumptions and limitations in this budget include:

- 1) Chad Praul (Senior Program Design Specialist VI) will be the consultant's primary expert and project manager but will engage appropriate senior/junior associates as needed for professional quality and cost-effective project delivery (see rate schedule below)
- 2) Use of an existing crediting method/model to determine the benefit of offset projects- additional funding would be necessary to create a new method/model or customize an existing method/model for this program
- 3) This scope delivers the essentials of a functional offset program, it does not include development of program websites, detailed program management process or marketing materials because these collateral materials are not necessary with the predicted number of annual projects (a few). Large numbers of projects like the volume seen in the Lake Tahoe crediting program would likely make the investment in web-based tools worthwhile.
- 4) A single project manager from one co-permittee will manage the consultants who will lead a Core Team of up to 3 other permittees and they will provide normal responsiveness in scheduling major meetings (3-5 weeks advance notice) and reviewing products (1-3 weeks

depending on product length). NDEP will be a full partner of this group, recognizing that inside access will provide the greatest opportunity to guide the program's development but will necessitate an open-minded approach as initial concepts are formed. See anticipated stakeholder engagement assumptions in the description of Task 5.

- 5) While the task order provides adequate time to negotiate with NDEP and the consultant have approved two credit programs with State of Nevada regulators, there is no guarantee of approval for the offset program
- 6) This task order provides a basic spreadsheet registry of projects, suitable for tracking up to two dozen offset transactions. A substantially larger number of transactions typically would benefit from a secure, online tracking system.

Task Budget Table

Proposal to Develop a Water Quality Offset Program for Truckee Meadows	Total Cost	Travel Cost	Other Direct Costs	Labor Costs	Total Hours
Totals	\$198,431	\$700	\$0	\$197,731	1177
Task 1: Discover Truckee Meadows needs & introduce offset program elements	\$11,927	\$100	\$0	\$11,827	74
Task 2: Develop & review program design booklet	\$28,934	\$0	\$0	\$28,934	154
Task 3: Draft Offset Program document	\$30,546	\$0	\$0	\$30,546	168
Task 4: Deliver working drafts of Offset Program documents	\$21,000	\$0	\$0	\$21,000	112
Task 5: Engage and collaborate during program development to promote adoption and use	\$62,510	\$600	\$0	\$61,910	418
Task 6: Support adoption & pilot transaction	\$25,113	\$0	\$0	\$25,113	139
Task 7: Manage project progress & decisions	\$18,401	\$0	\$0	\$18,401	112

Expenditure Pacing

Estimated Monthly Consultant Expenditure Pacing			
Assumed Start	Core Production Period (11 months)	Pilot Project Development Period (minimal service) (6 months)	Transaction Support Period (6 months)
July 2021	August-June 2022	July-December 2022	(January-June 2023)
\$9,800	\$15,400	\$600	\$2,600

Billing Rate Tables

Labor Category	Billing Rate CY21	Labor Category	Billing Rate CY22
Senior Program Design Specialist VIII	\$279.52	Senior Program Design Specialist VIII	\$293.50
Senior Program Design Specialist VII	\$262.59	Senior Program Design Specialist VII	\$275.72
Senior Program Design Specialist VI	\$225.81	Senior Program Design Specialist VI	\$237.10
Senior Program Design Specialist V	\$215.05	Senior Program Design Specialist V	\$225.81
Senior Program Design Specialist IV	\$187.82	Senior Program Design Specialist IV	\$197.21
Senior Program Design Specialist III	\$166.21	Senior Program Design Specialist III	\$174.52
Senior Program Design Specialist II	\$148.37	Senior Program Design Specialist II	\$155.79
Senior Program Design Specialist I	\$134.88	Senior Program Design Specialist I	\$141.63
Program Design Specialist V	\$155.64	Program Design Specialist V	\$163.42
Program Design Specialist IV	\$130.01	Program Design Specialist IV	\$136.51
Program Design Specialist III	\$117.32	Program Design Specialist III	\$123.19
Program Design Specialist II	\$102.79	Program Design Specialist II	\$107.93
Program Design Specialist I	\$94.09	Program Design Specialist I	\$98.79
Project Assistant IV	\$94.63	Project Assistant IV	\$99.36
Project Assistant III	\$89.70	Project Assistant III	\$94.18
Project Assistant II	\$85.43	Project Assistant II	\$89.70
Project Assistant I	\$78.89	Project Assistant I	\$82.84
Analytic Assistant II	\$83.21	Analytic Assistant II	\$87.37
Analytic Assistant I	\$77.67	Analytic Assistant I	\$81.55

*Highlighted rows indicate labor categories anticipated during this project.









WRWC Water Quality Offset Program Credit Agreement - Partial Sign

Final Audit Report

2021-08-27

Created:	2021-08-27
By:	Chris Wessel (cwessel@washoecounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKT-cWAKHImOvgdtJN9DIn-Nt3FXgVbJd

"WRWC Water Quality Offset Program Credit Agreement - Partial Sign" History

-  Document created by Chris Wessel (cwessel@washoecounty.us)
2021-08-27 - 3:55:55 PM GMT- IP address: 148.186.0.185
-  Document emailed to Vaughn Hartung (VHartung@washoecounty.us) for signature
2021-08-27 - 3:58:20 PM GMT
-  Email viewed by Vaughn Hartung (VHartung@washoecounty.us)
2021-08-27 - 3:58:34 PM GMT- IP address: 119.13.197.184
-  Document e-signed by Vaughn Hartung (VHartung@washoecounty.us)
Signature Date: 2021-08-27 - 3:58:51 PM GMT - Time Source: server- IP address: 71.94.203.50
-  Document emailed to Michael Pagni (mpagni@mcdonaldcarano.com) for signature
2021-08-27 - 3:58:55 PM GMT
-  Email viewed by Michael Pagni (mpagni@mcdonaldcarano.com)
2021-08-27 - 6:40:15 PM GMT- IP address: 119.13.219.70
-  Document e-signed by Michael Pagni (mpagni@mcdonaldcarano.com)
Signature Date: 2021-08-27 - 6:40:42 PM GMT - Time Source: server- IP address: 66.214.220.174
-  Agreement completed.
2021-08-27 - 6:40:42 PM GMT