

INTERLOCAL AGREEMENT FOR
ENVIRONMENTAL CONTROL INSPECTION SERVICES
IN UNINCORPORATED AREAS OF WASHOE COUNTY, NEVADA

This Interlocal Agreement for Environmental Control Inspection Services, made this _____ day of _____, 2019, by and between WASHOE COUNTY, a political subdivision chartered under the laws of the State of Nevada (hereinafter referred to as "County") and the CITY OF SPARKS, a municipal corporation (hereinafter referred to as "Sparks").

WITNESSETH:

WHEREAS, County provides sanitary-sewer service within unincorporated areas and has potential for commercial/industrial wastewater discharges into the sanitary-sewer system;

WHEREAS, County receives storm-water discharges from commercial/industrial users within unincorporated areas into its Municipal Separate Storm Sewer System (MS4);

WHEREAS, County has adopted Washoe County Ordinance 1615 ("Sewer Ordinance") regulating the discharge of toxic wastewater into the sanitary sewer;

WHEREAS, County has adopted Article 421 – Storm Water Discharge Program ("Storm Water Code") regulating storm-water discharge into its MS4;

WHEREAS, Sparks owns or co-owns certain Water Reclamation Facilities (WRFs) and Sparks can provide the necessary Environmental Control inspection services in the County;

WHEREAS, Sparks can provide Environmental Control inspection services related to commercial/industrial storm-water discharges into County's MS4;

WHEREAS, Sparks implements and enforces 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;

WHEREAS, County agrees to adopt or amend Sewer Ordinance and Storm-Water Code, that subjects the industrial/commercial users within its boundaries to the necessary pretreatment controls and storm-water-discharge requirements, and Sparks is authorized to implement and enforce that Sewer Ordinance and Storm-Water Code, and any amendments thereto, related to commercial/industrial wastewater and storm-water dischargers;

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or 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 County as follows:

1. Sparks Environmental Control Officers are authorized by the County to provide and will provide permitting, inspection, monitoring, and enforcement services as set forth by County Sewer Ordinance, for commercial/industrial sanitary sewer in the unincorporated areas served by the Truckee Meadows Water Reclamation Facility (TMWRF), as requested by the County.
2. Sparks Environmental Control Officers are authorized by the County to provide and will provide permitting, inspection, monitoring, and enforcement services as set forth by County Storm Water Code related to commercial/industrial storm water discharges.
3. Sparks will include County commercial/industrial inspection results with the Sparks Environmental Control Inspection Program and report findings to the State of Nevada and the United States Environmental Protection Agency on behalf of the County.
4. Within ninety (90) days after approval of this agreement, Sparks will submit an Environmental Control Inspection Program to the County 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 sanitary-sewer and storm-drain users.
5. The County shall provide sanitary-sewer service and storm-drain-system maps, commercial/industrial-construction plans and business-license requests to Sparks.
6. The County agrees to adopt and incorporate into the County's Sewer Ordinance and/or Storm Water Code, applicable sections of Title 13 of the Sparks Municipal Code as may be amended from time to time.
7. The County designates Sparks as the agent of County for the purposes of implementing and enforcing the County's Sewer Ordinance and/or Storm Water Code as to industrial/commercial users located in the County. Sparks may take any action under the County's Sewer Ordinance and/or Storm Water Code that could have been taken by the County, including the enforcement of the Sewer Ordinance and/or Storm Water Code in courts of law.

- A. Sparks, on behalf of and as agent for the County, 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 the County's Sewer Ordinance and/or Storm Water Code. 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; and (4) except as provided in section 7B., take all appropriate enforcement action as outlined in Sparks' enforcement response plan and provided for in the County's Sewer Ordinance and/or Storm Water Code. In addition, Sparks may, as agent of the County, 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.
 - B. If an industrial or commercial user's violation of the County's Sewer Ordinance or Storm Water Code warrants criminal enforcement, such as issuing a citation, Sparks will refer the matter to the County for criminal enforcement.
 - C. Both Sparks and the County have the right to take legal action, as necessary, to enforce the terms of this agreement.
 - D. The County may also take action against noncompliant industrial/commercial users in the event Sparks is unable or unwilling to do so.
 - E. 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 and storm-water-discharge citations and the recommendation of appropriate fines and charges to the presiding judge or court officer.
8. Sparks shall maintain files for each permit holder. The County may elect to receive copies of these files.
9. When the permittee is not directly invoiced by Sparks, the County shall pay Sparks quarterly, in accordance to the standard Environmental Control fee schedule established and maintained by Sparks, for the cost of each Environmental Control Permit for commercial/industrial sanitary-sewer or storm drain users in the County. In addition to Industrial Construction Plan Review, work requested by the County beyond routine permitting, inspection, monitoring, and enforcement such as surveillance, investigation, and court appearance will be billed at an hourly rate. County will be given 30 days prior notice of any increase in fees prior to the enactment of any increase. Notice of any cost increase is to be provided to: Finance

and Customer Services Division Director; Washoe County Community Services Department; 1001 E. Ninth St.; Reno, NV 89512.

10. This agreement will be implemented in accordance with:
 - A. The Sanitary Sewer and Storm Drain Incident Response Policy (included here by reference) developed by Sparks and the County; and,
 - B. The Roles and Responsibilities, and Process Practice (included here by reference) developed by Sparks and the County.
11. 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.
12. This agreement shall have a term of two (2) years from the first day of January 1, 2019, 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.
13. 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.
14. 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.

County: Director, Engineering and Capital Projects Division
Washoe County Community Services Department
1001 E. Ninth Street
Reno, Nevada 89512

Sparks: Community Services Director
City of Sparks
431 Prater Way
Sparks, Nevada 89431

D. 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.

E. Severability. The legality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder.

F. 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.

G. 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 _____, 2019.

WASHOE COUNTY

CITY OF SPARKS

By _____
Chair,
Washoe County Commission

By _____
Geno Martini, Mayor

ATTEST:

Nancy Parent, County Clerk

Approved as to form:

District Attorney

ATTEST:

Sparks City Clerk

Approved as to form:

Sparks City Attorney