

AMENDMENT TO THE AGREEMENT FOR FULL SERVICE OPERATION AND
MAINTENANCE OF WASHOE COUNTY SEWER FACILITIES

This Amendment to the Agreement for Full Service Operation and Maintenance of Washoe County Sewer Facilities is entered into December 17th 2024, by and between Washoe County, a political subdivision of the State of Nevada (“County”) and SPB Utilities, Inc. (“SPB”).

WITNESSETH:

WHEREAS, the County and SPB desire to amend their Agreement of Professional Consulting Services, effective on August 24, 2021 (Amendment Agreement); and

WHEREAS, SPB has provided the County sewerage services in accordance with the existing Amended Agreement and in accordance with accepted industry standards and practices; and

WHEREAS, the County desires to extend these professional services through June 30th 2025, with the possible option to extend the service on a month on month basis if requested by the County; and

NOW THEREFORE, in consideration of the covenants and promises and understandings contained herein, the Washoe County Community Services Department, Utilities Division (County) and SPB Utility’s Inc. (SPB) both agree as follows:

I. GENERAL

- A. The County engages SPB to furnish operation and maintenance services hereinafter mentioned at and for the compensation herein provided, and SPB accepts said engagement upon said terms. SPB will provide operation and maintenance services (O&M Servies) to support Washoe County in the successful operation and maintenance of the County’s various wastewater and recycled water facilities for Washoe County's facilities on a 7-day per week basis within the design capabilities of the facilities. O&M Servies shall include all activities to maintain the identified facilities in operating order and in full compliance with all legal and regulatory requirements.
- B. SPB agrees to maintain staffing levels in accordance with accepted industry standards.
- C. The term of this agreement shall be from January 1, 2025, to June 30, 2025, except as it may be extended as hereinafter provided.
- D. Washoe County sewerage facilities identified under this agreement are as follows:

South Truckee Meadows Water Reclamation Facility
APN 165-011-06
8500 Alexander Lake Rd.
Reno, Nevada 89521

Lemmon Valley Water Reclamation Facility
APN 080-461-19
0 Lemmon Drive
Reno, Nevada 89506

Cold Springs Water Reclamation Facility
APN 556-290-04
1805 Mud Springs Drive,
Reno, Nevada 89508

Jan Evans Juvenile Justice Center
APN 035-671-01
650 Ferrari McLeod Blvd,
Reno, Nevada 89512

911 Parr Blvd. Jail and Administrative Center
APN 003-070-25
911 E. Parr Blvd,
Reno, Nevada 89512

Nevada Cares Campus and Safe Camp
APN 008-211-56
1498 A East 7th St.
Reno, Nevada 89512

II. OPERATIONS AND MAINTENNACE SERVICES

A. Scope of Services

1. SPB represents to the County by the execution of this Amendment Agreement that it is qualified in all respects to perform the operation and maintenance services that it herein agrees to perform. SPB will utilize its knowledge and experience to operate and maintain the County's sewerage facilities in accordance with all requirements of all governmental regulatory agencies, within the limits of the operating capability of the facilities; and provided that the water and sewerage facilities are not rendered inoperable for any reason within the control of SPB.
2. SPB will provide all necessary labor to perform the normal operating and maintenance work tasks required to keep the County sewerage facilities in good operating condition. This includes labor for repairs and/or equipment replacement that can normally be completed in the field with treatment plant operator skills. Special technician or craftsman personnel required to complete other repairs will be provided by the County.
3. The County will furnish all materials, supplies, equipment and chemicals, for SPB 's operation and maintenance of Washoe County's facilities and SPB will maintain the equipment and supplies in good condition, as appropriate.
4. The County will pay for all repairs and parts that are necessary for the operation and maintenance of Washoe County's facilities.
5. SPB agrees to submit monthly operation reports for each treatment facility and quarterly reports (DMR's) for NPDES report purposes, to the County, and assist the County in submitting reports to agencies as required.

B. Compensation for Operation and Maintenance Services

1. The County shall pay SPB as compensation for the operation and maintenance activities performed during the six (6) month period of January 1, 2025 to June 30th, 2025, the sum of \$120,145.16 per month, to be paid on or before the 15th day of each calendar month following receipt of an invoice for the previous month's service. Should Washoe County request month-to-month support past June 30th, 2025, the cost of service will be based on an aggregate of the number of operations and maintenance staff necessary to provide the requested services multiplied by the average employee cost, plus overhead and profit.

III. ASSISTANCE REGARDING UTILITY MATTERS

A. Scope of Services

1. SPB represents to the County that it is qualified to provide assistance in utility matters. SPB will utilize its knowledge and experience in utility matters to assist the County in sewerage facilities daily operations and maintenance. In the day-to-day operation of a utility, there is a need for periods of time for additional assistance to meet the demands placed on the utility. SPB will provide additional necessary labor to perform assistance in utility matters.

2. Maintenance assistance will be pre-authorized by the Washoe County Community Services Department, Utility Division.

B. Compensation for Assistance (Emergency Maintenance Activities)

1. In the event of an emergency, Washoe County authorizes SPB to initiate the necessary corrective action leading to the appropriate response and resolution of any emergency issues for which SPB is not required to obtain prior approval by Washoe County. In this event, the County shall pay SPB as compensation on a time and material basis and pre-authorized by the Community Services Department, Utility Division, in the amount not to exceed \$100,000.00 per occurrence.

IV. STAFFING AND TRAINING

A. SPB will provide adequately trained and certified operations staff to perform operation and maintenance activities for Washoe County's sewage facilities.

V. HOLD HARMLESS AGREEMENT

A. SPB hereby agrees to, and shall, hold County, its elective and appointive boards, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death resulting therefrom, as well as claims for property damage that may arise from SPB's operations and maintenance under this agreement, whether such operations and/or maintenance activities be by SPB or by any subcontractor(s) or by any one or more persons directly or indirectly employed by, or acting as an agent for SPB.

B. SPB shall be liable for all fines or civil penalties that may be imposed by a regulatory agency for SPB caused violations. SPB reserves the right to contest any such fines in administrative proceedings and/or in court prior to payment by SPB.

VI. INSURANCE

A. SPB shall comply, during the life of this agreement, with worker's compensation laws and regulations for all its employees employed at the sewerage facilities; and with all other indemnifications and insurance requirements necessary to provide the operations and maintenance services. SPB will carry complete project insurance during the life of the contract.

B. The County shall maintain appropriate insurance covering the physical sewerage facilities.

VII. RENEWAL

A. This amended agreement may be renewed for a successive month-to-month term, but no longer than an additional six (6) months in aggregate, at the option of each party, as herein provided.

B. If a month-to-month extension is requested by Washoe County, and SPB agrees to extend this amended agreement on a month-to-month term, Washoe County shall give written notice of the request to extend the agreement to SPB no less than sixty (60) days prior to June 30th, 2025.

If SPB agrees to the month-to-month extension, SPB shall notify the County within ten (10) days of the request for extension.

VIII. CLAIMS FOR DAMAGES AND ARBITRATION

A. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others, for whose acts he is legally liable, claims shall be made in writing to such other party within fourteen (14) days after the first knowledge of such injury or damage.

B. All claims, disputes and other matters in question arising out of, or related to the Agreement, or breach thereof, which arise prior to the termination of the Agreement, shall be decided by arbitration, upon the written demand of either party, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or Nevada Arbitration Association, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

IX. TERMINATION

A. This agreement may be terminated at any time by either party upon sixth (60) days written notice to the other party.

X. AMENDMENT

This agreement may be amended or modified only by the written agreement signed by both parties, and failures on the part of either party to enforce any provision of the agreement shall not be construed as a waiver of the right to compel enforcement of any provision.

XI. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein granted, and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.

XII. PARTIAL INVALIDITY

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIII. ATTORNEY'S FEES

If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

XIV. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt, postage prepaid. All notices required to be given to SPB shall be addressed as follows:

SPB Utility Services, Inc.
430 Stoker Avenue, Suite 207
Reno, Nevada 89503

Notices required to be given to the County shall be addressed as follows:

Washoe County Community Services Department, Utilities Division
1001 E. Ninth St., Bldg. A – 2nd Floor
Reno, NV 89512

IN WITNESS WHEREOF, the Parties have executed this Amendment dated this _____ day of _____, 2024.

WASHOE COUNTY:

VENDOR:

By: _____

By: _____

Alexis Hill, Chair

Kirk Peterson, President

Washoe County Commission

SPB Utility Services, Inc.

Date: _____

Date: _____

ATTEST:

By: _____

Nancy Parent, County Clerk

Date: _____