

Western Regional Water Commission

STAFF REPORT

DATE: June 9, 2022
TO: Chairman and Members, Western Regional Water Commission (WRWC)
FROM: Kim Rigdon, Water Resources Program Manager
SUBJECT: Action, discussion, and possible approval of a scope of work and funding not to exceed \$462,954 from the Regional Water Management Fund (RWMF) for an inter-local agreement with the University of Nevada, Reno (UNR), Nevada Water Innovations Institute (NWII) for “Regional Water Management Coordination and Support.”

SUMMARY

OneWater Nevada (OWN) is a high-priority regional collaborative effort among UNR (through the NWII), the WRWC, Northern Nevada Water Planning Commission (NNWPC), the Truckee Meadows Water Authority (TMWA), the City of Reno, the City of Sparks, Washoe County, and the Regional Effluent Management Team (REMT), an informal working group comprised of staff from those entities. The effort consists of several interrelated demonstration projects focused on evaluating treatment technologies to determine if Category A+ reclaimed water (advanced purified water) can provide long-term benefits in the Truckee Meadows region.

UNR has submitted a proposal and scope of work in support of regional water management leadership and technical assistance from NWII and Warner and Associates, serving as an NWII sub-consultant. The scope of work includes technical assistance and coordination necessary to continue the next phase of advanced purified water treatment technology implementation at American Flat, continue investigations and demonstration projects in the region and collaborate with regional partners to develop and manage a programmatic approach to address complex regional water challenges.

On June 1, 2022, the NNWPC approved the scope of work and funding, and recommended the project be forwarded to the WRWC for approval. Should the proposal be accepted, the FY 2023 WRWC Budget allocates funding in the professional services category for the NWII Regional Water Management Coordination and Support activities.

BACKGROUND

UNR continues to provide technical support, coordination, and leadership for the Advanced Water Treatment Technologies Demonstration Project, funded by the RWMF. The project followed shortly after the 2016 adoption of new state regulations that make potable reuse possible in Nevada. The WRWC provided funding for the project scheduled for completion June 30, 2022. The attached “Regional Water Management Coordination and Support” proposal and scope of work facilitates next steps for the OWN regional effort to continue with advanced purified water investigations and projects.

FISCAL IMPACT

Should the Agreement be approved, the FY 2023 WRWC Budget allocates sufficient budget in the professional services category to accommodate the proposed \$149,698 funding request. The FY 2024 funding request is \$157,829 and the FY 2025 funding request is \$155,157 for a total agreement budget not

to exceed \$462,954 over the three-year term. The FY 2024 and FY 2025 budgets are contingent on annual NNWPC priority setting and WRWC budget approval.

RECOMMENDATION

Staff proposes that the WRWC approve UNR’s scope of work and funding not to exceed \$462,954 from the RWMF, in accordance with the following fiscal year funding cycle: \$149,968 for FY 2023, \$157,829 for FY 2024 and \$155,157 for FY 2025, contingent on NNWPC priority setting and WRWC budget approvals, with a project completion date of June 30, 2025.

POSSIBLE MOTION

"Move to approve funding, not to exceed \$462,954 from the RWMF in accordance with the proposed funding schedule, contingent on annual NNWPC priorities setting and WRWC Budget approval, for an ILA with UNR for services outlined in the “Regional Water Management Coordination and Support” proposal and authorize the Chair to execute an agreement with UNR, effective July 1, 2022.”

KR:jp

Attachment 7a UNR “Regional Water Management Coordination and Support” proposal and draft Interlocal Agreement.

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, and the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Reno, Department of Civil and Environmental Engineering (“UNR”), a subdivision of the State of Nevada, 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 June 15, 2022, the Commission, at its regular meeting held that date, approved a scope of work and funding in an amount not to exceed \$462,954 from the Regional Water Management Fund (“RWMF”), to partially fund a contract with UNR for the Nevada Water Innovation Institute (“NWII”) to obtain professional services, including project management, from a qualified consultant as described more in the Scope of work attached here as Exhibit 1 (the “Project”) over three fiscal years. The Commission authorized its Chair to execute an Interlocal Agreement with UNR for that purpose, over three fiscal years, effective July 1, 2022 and terminating June 30, 2025.

3) RIGHTS & DUTIES

3.1 UNR

3.1.1 UNR shall conduct the Project and submit periodic invoices to the Commission through its Contract Administrator, at least every four months, but not more than monthly, for activities completed as provided in the Scope of Work and Budget attached hereto as Exhibit 1. Work on the Project will progress and be completed by June 30, 2025.

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

3.1.3 UNR 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 UNR 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 proper documentation for activities completed.

3.2 The Commission

3.2.1 The Commission's Program Manager, Kimberly Rigdon, or her successor, is hereby designated as the Commission's Contract Administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Subsection 3.1.1 above, the Commission's 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, 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 sole expense.

3.2.4 The total amount of invoices paid pursuant to this Agreement shall not exceed the sum of \$462,954 from the RWMF, and shall not exceed the following amounts per fiscal year without written amendment to this Agreement: \$149,968 for fiscal year 2022-2023; \$157,829 for fiscal year 2023-2024; and \$155,157 for fiscal year 2024-2025. The foregoing amounts designated per fiscal year may be reallocated between or among fiscal years without written amendment to this Agreement.

3.2.5 This Agreement is subject to and expressly conditioned on the Commission's approval and adoption of Budgets for the RWMF for fiscal years 2022-2023, 2023-2024, and 2024-2025, which contain sufficient amounts in specific line items to support the Project and fund this Agreement for those fiscal years. The Commission shall provide written notice to UNR, as provided in Section 5.8 below, and email notice to pagilla@unr.edu, by May 31 of each fiscal year following the execution of this Agreement, as to whether the annual amounts set forth in Subsection 3.2.4 above for the succeeding fiscal year are approved and available.

3.2.6 The Parties shall have co-ownership of all intellectual property produced by or resulting from UNR's performance of the Scope of Work for the Project, and either Party shall have the right to use such intellectual property for any lawful purpose.

3.3 Joint Rights and Duties

3.3.1 Either Party may terminate this Agreement with a thirty (30) day advance written notice to the other, and the Commission shall reimburse UNR for all services provided and expenses incurred related to the Project, as of the date UNR delivers or receives notice of termination pursuant to Section 5.8 below.

3.3.2 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 or 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. Each Party may assert the defense of sovereign immunity as appropriate in all cases. Each Party's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035.

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, UNR hereby consents to the termination of this Agreement. In such event, the Commission shall notify UNR 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 by any person of any of the covenants, conditions, or provisions or restrictions 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, conditions, provisions or restrictions 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 U.S. mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To Commission: Kim Rigdon

Water Resources Program Manager
Western Regional Water Commission
1001 E. Ninth Street
Reno, Nevada 89512
Email: krigdon@washoecounty.gov

To UNR: Krishna Pagilla, Ph.D., P.E.
c/o Sponsored Projects / Mailstop 325
University of Nevada, Reno
Reno, Nevada 89557-0325
Email: pagilla@unr.edu

5.9 This Agreement is effective July 1, 2022, regardless of the date each Party signs this Agreement (“Effective Date”).

WESTERN REGIONAL WATER COMMISSION

UNIVERSITY OF NEVADA, RENO

Dated this ___ day of _____ 2022

Dated this ___ day of _____ 2022

By _____
Vaughn Hartung, Chair

By _____
Thomas A. Landis, Associate Director
Office of Sponsored Projects

APPROVED AS TO FORM:
McDonald Carano LLP

By _____
Lucas Foletta, WRWC Legal Counsel

Exhibit 1

Scope of Work

PROJECT PROPOSAL

Principal Investigator: Krishna Pagilla, Ph.D., P.E.
Project Number:

1. Project Title: **Regional Water Management Coordination and Support**

2. Principal Investigator: **Krishna Pagilla, Ph.D., P.E., Professor**
University of Nevada, Reno
Director, Nevada Water Innovation Institute
Department of Civil and Environmental Engineering
Phone: 775-682-1918; E-mail: pagilla@unr.edu

3. Project Manager: **Kim Rigdon, Program Manager**
Western Regional Water Commission
Northern Nevada Water Planning Commission
1001 E. Ninth Street, Reno, NV 89512
Phone: 775-954-4657
E-mail: krigdon@washoecounty.gov

3. Scope of Work: See Page 2

4. Duration of the Project: July 1, 2022 to June 30, 2025

5. Specified Deliverable Items:

As described in the Scope of Work

6. Equipment: None

7. Budget and Explanation: See Page 5

Regional Water Management Coordination and Support

University of Nevada, Reno

Scope of Work

Section 1. Background

Established in 2017 at the University of Nevada, Reno (UNR), the Nevada Water Innovation Institute (NWII) is a shared vision and effort of Truckee Meadows area agencies, the State of Nevada, and UNR. NWII's goals include developing and implementing integrated water solutions and demonstrating national water sector leadership.

NWII's research initiatives and technical focus areas include regional COVID-19 wastewater-based-epidemiology studies, advanced purified water pilot testing and demonstrations, [OneWater Nevada](#) program leadership and coordination, regional effluent management technical assistance, wastewater source control program development, environmental-social-financial examinations, and several innovative drinking water and wastewater treatment technology assessments, developments, and optimizations.

The Western Regional Water Commission (WRWC) desires continued regional water leadership and technical assistance from NWII and Warner and Associates, serving as an NWII sub-consultant.

The following scope of work intends to capture anticipated regional priority initiatives for a 3-year period beginning in July 2022. The scope of work identifies foundational technical themes and effort for contracting and budgetary purposes. NWII and WRWC will determine specific task sub-activities, staffing, schedules, and deliverables at least annually and before commencing specific task elements.

Section 2. Scope of Work

Task 1 Advanced Purified Water Program at American Flat Coordination

- Provide expert technical reviews and strategic input at various program implementation milestones, such as 30-percent design completion and value engineering workshops.
- Assist agencies to develop water quality regulatory compliance strategies and processes for the Nevada Division of Environmental Protection (NDEP) and the Washoe County Health District (WCHD).
- Manage the Independent Expert Advisory Panel's technical scope of work, deliverables, and schedule, etc.
- Support [OneWater Nevada's](#) communication, engagement, and outreach efforts.

Task 2 Technical Support

- Assist agencies to operate and monitor various advanced water treatment technology bench-scale experiments, pilot testing units, and field-scale demonstration projects including dissolved-air-flotation and filter studies for the Advanced Purified Water Program at American Flat (Program).

- Develop water quality testing and monitoring plans and provide technical staff assistance for the Program’s various commissioning sequences.

Task 3 Regional Initiatives

- In partnership with regional water leadership, develop and manage a programmatic approach to solve a complex regional water challenge requiring coordination of projects and programs. Specific programs include:
 - Lead collaboration and funding efforts to create a regional advanced purified water research center at the Advanced Purified Water Facility located adjacent to Reno-Stead WRF.
 - Under the leadership of the Western Regional Water Commission, and in collaboration with the regional agencies and consultants, complete the 2040 *Regional Effluent Management Guidance Document*.
 - Assist the regional agencies form water research collaborations, inter-agency and external partnerships, innovative regulatory frameworks, funding pursuits, stakeholder engagement, water-sector leadership, and stakeholder communications.
 - Provide technical and analytic staff support for current and future Regional Effluent Management Team (REMT) efforts.

Task 4 Truckee River Watershed Symposium

- Supporting regional agency needs, NWII will host an annual Truckee River water quality research symposium focused on UNR’s research studies in forest and rangeland management, wildland fires, and watershed protection.
 - Task includes reports and intelligence sharing from UNR-wide departments including, engineering, hydrogeology, economics, forestry, rangeland studies, biology, and natural sciences.
 - Symposium is UNR research-centric and includes regional stakeholders.

Section 3. Deliverables

Project Management

- Weekly
 - Attend REMT Meetings
 - Coordination meeting with WRWC’s Program Manager and regional agency leadership.
- Every 4-6 months
 - In collaboration with agency staff, and as requested, update WRWC, WCHD, and NDEP staff and boards. Prepare agendas, presentations, and follow-up as needed.
 - Provide narrative reports to WRWC on task updates and outcomes.
- Annually

- With WRWC and regional agency leadership, determine NWII specific focus areas based on WRWC's annual priorities.

Regulatory Support

- Every six to 12 months, organize, prepare materials, participate, and produce follow-up material and correspondence for engagement with the Independent Expert Advisory Panel.
- Primarily relating to the Advanced Purified Water Program, participate in a regularly scheduled regulatory briefing with NDEP and WCDH.
- Participate with other regulatory agencies if needed, such as the California Lahontan Regional Water Quality Control Board.

Technical Support

- Develop water quality testing and monitoring plans for each commissioning sequence for the Advance Purified Water Program at American Flat.
 - Task is conducted in FY24 and FY25.
- REMT technical resource including authoring regional water plan technical subsections, preparing excel files, and developing other technical analysis supporting regional initiatives, for example the regional effluent management guidance document.

Truckee River Watershed Symposium

- Prepare agendas, invitations, program, and report-out materials for each annual Truckee River Watershed Symposium.

Program Management Expertise

- Develop and provide program management reports, schedules, and budgets.
- Provide regular written reports and presentations regarding program effectiveness.
- Provide expert leadership developing and managing multiple program elements, such as program vision and objectives, workplan approaches, research collaborations, inter-agency and external partnerships, creating innovative regulatory frameworks, assist agencies pursue infrastructure funding, and participate in stakeholder engagements.

Section 4. Requested Budget

No	Item	Year 1, \$	Year 2, \$	Year 3, \$	Total, \$
A	Senior Personnel	22,000	22,660	23,340	68,000
B	Other Personnel Student Assistants	15,000	31,000	31,780	77,780
C	Fringe Benefits	8,923	10,958	11,286	31,167
D	Equipment	0	0	0	0
E	Travel Costs	1,000	1000	1000	3,000
F	Operating Costs	1,000	1000	1000	3,000
G	Tuition Costs	2000	4400	4600	11,000
H	SubAwards	66,500	55,500	50,000	172,000
I	Indirect Costs	33,545	31,311	32,151	97,007
	Total	149,968	157,829	155,157	462,954

Requested Budget Explanation:

The budget requested includes one senior person, Dr. Krishna Pagilla, who will serve as project manager and principal investigator (one month each year), one graduate student assistant in years 1 (0.25 FTE), 2 (0.5 FTE) and 3 (0.5 FTE), and undergraduate student assistant (total of 1000 hours) in all three years. The budget also includes subaward to Warner Associates including Mr. Rick Warner for continued regional water management coordination. Mr. Warner will be assisted by a staff engineer during all tasks. The budget requested for Warner and Associates for three years of the project is \$172,000 excluding UNR facilities and administration costs. The facilities and administration costs for the total project are calculated based on modified total direct costs (total direct costs minus tuition/fees and subawards over \$25,000) and amounts to \$97,006 out of the total budget of \$462,953.

The requested total budget: \$462,954

The budget is approximately allocated to the four tasks as follows:

Task	Year 1	Year 2	Year 3	Task Budget
Advanced Purified Water Program at American Flat Coordination	64,500	55,500	50,000	170,000
Technical Support	15,468	42,329	45,156	102,954
Regional Initiatives	60,000	50,000	50,000	160,000
Truckee River Watershed Symposium	10,000	10,000	10,000	30,000
Total Budget Allocated	149,968	157,829	155,157	462,954

Sponsored Projects
Budget Setup, Memo Account, Increase/Decrease in Sponsor Support

ENGINEERING
Revised 4/21/2021

PREPARED BY K. Pagilla
 PRINCIPAL INVESTIGATOR K. Pagilla
 PROJECT TITLE Regional Sustainable Water Management

AWD # _____
 GR# _____
 INFOED# _____

PROJECT BUDGET

Employee Type	F&A Dates	Year 1		Year 2		Year 3	Year 4	Year 5	Cumulative
		07/01/2021 - 06/30/2022	07/01/2022 - 06/30/2023	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024	07/01/2023 and afterwards			
		1/01/2022 - 06/30/2022	07/01/2022 - 6/30/2023	7/01/2022 - 06/30/2023	07/01/2023 - 12/31/2023	07/01/2023 - 06/30/2024	07/01/2024 - 12/31/2024	10/01/2025 - 09/30/2026	
LOA - All	11.50%								0.00
Total LOA		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Faculty (Acad./Admin)	32.30%		22000.00	0.00	22660.00	0.00	23339.80		67999.80
Overload (w/o retirement)	0.50%	0.00	0.00	0.00	0.00				0.00
Postdoctoral	32.30%								0.00
Total Professional/Postdoc		0.00	22000.00	0.00	22660.00	0.00	23339.80	0.00	67999.80
Graduate Assistants	13.90%		13000.00	0.00	26000.00	0.00	26780.00		65780.00
Classified Personnel	42.30%								0.00
Hourly Wages	0.50%	0.00	2000.00	0.00	5000.00	0.00	5000.00		12000.00
Total Salaries		0.00	37000.00	0.00	53660.00	0.00	55119.80	0.00	145779.80
Fringe Benefits-Manual Entry		0.00	8923.00	0.00	10958.18	0.00	11286.18	0.00	31167.36
Total Salaries & Fringe		0.00	45923.00	0.00	64618.18	0.00	66405.98	0.00	176947.16
Travel		0.00	1000.00	0.00	1000.00	0.00	1000.00		3000.00
Materials and Supplies		0.00	1000.00	0.00	1000.00	0.00	1000.00		3000.00
Services									0.00
Rentals-Off Site Facilities									0.00
Participant Support									0.00
Subawards first \$25,000		0.00	25000.00						25000.00
Subawards over \$25,000		0.00	41500.00	0.00	55500.00	0.00	50000.00		147000.00
Total Subawards		0.00	66500.00	0.00	55500.00	0.00	50000.00	0.00	172000.00
Tuition & Fees		0.00	2000.00		4400.00	0.00	4600.00		11000.00
Fellowships and Scholarships									0.00
Capital Equipment									0.00
Other Fixed Assets									0.00
Total Direct Costs		0.00	116423.00	0.00	126518.18	0.00	123005.98	0.00	365947.16
		45.5%	46.0%	46.0%	47.0%	47.0%	47.0%	47.0%	
Modified Total Direct Costs		0.00	72923.00	0.00	66618.18	0.00	68405.98	0.00	207947.16
Facilities & Admin Costs (F&A)		0.00	33544.58	0.00	31310.54	0.00	32150.81	0.00	97005.93
Total		0.00	149967.58	0.00	157828.72	0.00	155156.79	0.00	462953.09

Signatures:

This budget and level of effort is consistent with the approved budget as agreed to by the sponsor.

Principal Investigator

 Grants & Contracts Officer