

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 \$49,398 from the Regional Water Management Fund (RWMF) for a professional services agreement with the National Water Research Institute (NWRI) for the “OneWater Nevada, Expert Panel Review of the Advanced Purified Water Program at American Flat”

SUMMARY

OneWater Nevada (OWN) is implementing a 2 MGD Advanced Purified Water Program at American Flat (Project). NWRI has submitted a proposal to assemble an Independent Advisory Panel (IAP) of subject matter experts for review of the Project. The proposal scope of work includes IAP expert advice on the advanced purified water treatment process and operating protocols for the full-scale Project. The IAP will provide credible independent, expert review of the most challenging aspects of the Project, including technical, scientific and policy related issues. NWRI will schedule, plan, and prepare IAP meetings, and facilitate a virtual technical orientation workshop and one in person meeting of the panel in Fiscal Year 2023.

On June 1, 2022, the Northern Nevada Water Planning Commission (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 sufficient funds in the professional services category for the NWRI scope of work.

BACKGROUND

Over the past five years, Carollo Engineers facilitated an independent expert panel review of the OWN advanced treatment pilot testing, hydrogeologic studies, and field scale demonstration at American Flat. In 2021, AECOM completed the basis of design and was subsequently awarded the preliminary design contract for the Project. NWRI is a 501(c)3 nonprofit organization that specializes in assembling teams of subject matter experts in the water industry to provide credible independent review of water projects. NWRI will assemble and facilitate an IAP review of, and provide recommendations for, the American Flat Project.

FISCAL IMPACT

Should the Agreement be approved, the FY 2023 WRWC Budget allocates sufficient funds in the professional services category to accommodate the proposed \$49,398 budget request.

RECOMMENDATION

Staff proposes that the WRWC approve of the NWRI scope of work and funding not to exceed \$49,398 from the RWMF, and a project completion date of June 30, 2023.

POSSIBLE MOTION

"Move to approve funding, not to exceed \$49,398 from the RWMF for a professional services agreement with NWRI for services outlined in the "OneWater Nevada, Expert Panel Review of the Advanced Purified Water Program at American Flat" proposal and authorize the Chair to execute the agreement, effective July 1, 2022."

KR:jp

Attachment 8a NWII Proposal and draft Agreement.

AGREEMENT

1) PARTIES

This Agreement (“Agreement”) is entered into between the Western Regional Water Commission, a political subdivision of the State of Nevada (the “Commission”) and the National Water Research Institute (“NWRI”), 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 On June 15, 2022, the Commission, at its regular meeting held that date, approved a proposal for funding in an amount not to exceed \$49,398.00 from the Regional Water Management Fund (“RWMF”) to engage NWRI to provide certain consulting services in support of “OneWater Nevada Independent Expert Panel Review” more particularly described in Exhibit “A” attached hereto (the “Project”), and authorized its Chair to execute an agreement for that purpose.

2.2 The Scope of Work and Fee Schedule for the Project are attached hereto as Exhibit A and incorporated herein by reference.

3) RIGHTS & DUTIES

3.1 NWRI

3.1.1 NWRI will provide and perform the services (the “Services”) set forth in the scope of work attached hereto as Exhibit “A” as necessary to complete the Project. NWRI represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. NWRI shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. NWRI represents that neither the execution and delivery of this Agreement, nor the rendering of services by NWRI hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the NWRI is a party or by which NWRI is bound, or which would preclude

NWRI from performing the services required of NWRI hereunder, or which would impose any liability or obligation upon the Commission for accepting such services. NWRI shall be responsible for the professional quality and technical accuracy of all Services furnished by NWRI to the Commission.

3.1.2 NWRI 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 NWRI 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.

3.2 COMMISSION

3.2.1 The Commission's Program Manager, Kimberly Rigdon, or her 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 all of NWRI's Services hereunder, the Commission agrees to pay NWRI on an hourly basis at the rates set forth in Exhibit "A" attached hereto and shall reimburse NWRI for reasonable incidental costs incurred in the performance of the Services; provided, in no event shall the total compensation due or paid to NWRI pursuant to this Agreement exceed the sum of \$49,398 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) INSURANCE AND INDEMNIFICATION

4.1 The Commission has established specific indemnification and insurance requirements for agreements/contracts with nongovernmental entities to help assure that reasonable insurance coverage is maintained by those parties as set forth in Exhibit "B" attached hereto, which are expressly agreed upon and incorporated herein by reference. Indemnification and hold harmless clauses are intended to assure that nongovernmental contracting parties accept and are able to pay for the loss or liability related to their activities. All conditions and requirements identified in Exhibit "B" shall be completed prior to the commencement of any work under this Agreement.

4.2 To the fullest extent permitted by law, NWRI shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of NWRI, its officers, employees and agents, excepting therefrom any liability arising out of the sole negligence of the Commission.

4.3 The Commission will not waive and intends to assert available NRS chapter 41 liability limitations and other liability limitations available at law in all cases. 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 NWRI, 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.

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, NWRI hereby consents to the termination of this Agreement. In such event, the Commission shall notify NWRI 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: Kimberly Rigdon
Program Manager
Western Regional Water Commission
1001 E. Ninth Street
Reno, Nevada 89512
Email: krigdon@washoecounty.gov

To NWRI: Kevin Hardy, JD
Executive Director
National Water Research Institute
18700 Ward Street
Fountain Valley, California 92708
Email: khardy@nwri-usa.org

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

WESTERN REGIONAL WATER COMMISSION

NATIONAL WATER RESEARCH INSTITUTE

Dated this ___ day of _____ 2022

Dated this ___ day of _____ 2022

By _____
Vaughn Hartung,
Chairman

By _____
Kevin Hardy, JD
Executive Director

APPROVED AS TO FORM:
McDonald Carano LLP.

By _____
Lucas Foletta, WRWC Legal Counsel

EXHIBIT A

The Project



Date: May 4, 2022

To: Kim Rigdon
Water Resources Program Manager
Western Regional Water Commission

Rick Warner, P.E.
OneWater Nevada Program Coordinator
President, Warner and Associates

From: Kevin M. Hardy, JD
Executive Director
National Water Research Institute

Subject: Proposal to Fund Independent Expert Panel Review of the OneWater Nevada Advanced Purified Water Program at American Flat

Proposal Overview

The National Water Research Institute (NWRI) is pleased to transmit this proposal to plan and facilitate an Independent Advisory Panel (Panel) to assess the Advanced Purified Water Program at American Flat (Project). The Project is being administered by OneWater Nevada and its Program Coordinator Warner and Associates in coordination with the OneWater Nevada members and Project consultant AECOM (collectively referred to as the Project Team). The Project is funded through the Western Regional Water Commission.

The Panel's objective is to provide expert advice on the suitability of the advanced treatment processes and operating protocols to achieve Nevada category A+ reclaimed water quality for a full-scale project. The Panel's review will focus on OneWater Nevada's treatment and operational approaches for: pathogen Log Reduction Values (LRV); unregulated constituents; hydrogeologic conditions; and wastewater source water quality program.

This proposal funds the Panel's work in FY 2022-23 including the Panel's remote participation in a Technical Orientation Workshop and one (1) in-person meeting of the the six (6) member Panel. After the Panel's in-person meeting, the Panel will issue a report presenting its consensus findings and recommendations. **The total not to exceed cost for the services described in the Scope of Work is \$49,398.**



About NWRI

NWRI is a 501c3 nonprofit that collaborates with water utilities, regulators, and researchers in innovative ways to help develop new, healthy sources of drinking water. NWRI assembles teams of scientific, technical and policy experts that provide credible independent peer review of water projects, develop recommendations that support investment in water infrastructure and public health, and enable water resource management decisions grounded in science and best practices.

NWRI's approach is collaborative and we take pride in customizing our processes and service offerings to meet the unique needs of our clients and the communities they serve.

NWRI Panels support many of the nation's most important water reuse projects. We look forward to working with the Project Team and stakeholders to help OneWater Nevada.

OneWater Nevada

OneWater Nevada was originated by the: City of Reno; Truckee Meadows Water Authority; University of Nevada, Reno; City of Sparks; Northern Nevada Water Planning Commission; Western Regional Water Commission; Truckee Meadows Water Reclamation Facility; and Washoe County to evaluate and determine whether the State of Nevada's newly adopted category A+ reclaimed water quality, or advanced purified water (APW), offers regional long-range water supply benefits.

Project Description

After five (5) years of advanced treatment pilot testing, hydrogeologic studies, a field scale demonstration, and the completion of an Advanced Treatment/Aquifer Injection Study, OneWater Nevada is implementing a 2 MGD Advanced Purified Water Program. AECOM completed the basis of design in Spring 2021 (a 10-percent design effort) and was thereafter awarded the preliminary design contract. Project hydrogeologic studies are managed by the Truckee Meadows Water Authority. The Advanced Purified Water Program will be implemented with via the Construction Manager At-Risk alternative delivery method.

Proposal Overview

NWRI will administer and facilitate an existing Panel of highly qualified independent practitioners. Panels are designed to provide credible, independent, expert review of the most challenging technical, scientific, and policy issues facing today's multi-benefit water reuse projects. This proposal provides funding for one online technical orientation workshop and one in-person meeting of the Panel.



In a Technical Orientation Workshop, the Panel will meet with OneWater Nevada's technical team to discuss the project's technical elements. This includes assessing the Project's Basis of Design; the proposed unit process control scheme; a proposed water quality sampling plan; and reviewing previously completed reports, studies, and technical memoranda. This workshop will be facilitated by Kevin Hardy and conducted remotely. NWRI anticipates this workshop will take place in late summer or early fall 2022.

In the four- to six- weeks **following the Technical Orientation Workshop, NWRI will plan, administer, and facilitate an in-person meeting of the Panel in Reno, Nevada.** NWRI expects representatives for OneWater Nevada's technical team, local water agency leadership, Washoe County Health District, Nevada Division of Environmental Protection, and Nevada Department of Natural Resources to participate. After this meeting, the Panel will issue draft and final reports containing its consensus findings and recommendations.

NWRI project engagements typically span the life of a project. Panels may meet annually, or at more or less frequent intervals, depending on Project needs and applicable regulatory requirements. Our approach is collaborative, and we customize our processes and services to meet the unique needs of each client and the communities they serve. Additional services outside the scope of work defined below are often necessary or appropriate. Upon Client direction, NWRI typically provides such additional services according to the rates and terms set forth in this proposal.



Scope of Work

Introduction

Each task in the scope of work is required to plan, facilitate, and document a Panel meeting. The proposed Scope of Work and Deliverables are organized to:

- Establish the Panel's membership, leadership, and independence.
- Plan meetings of the Panel to help ensure that Project Team, regulators, and expert's needs are met at each stage of the work.
- Report the Panel's consensus findings and recommendations in draft and final forms.

Scope of Work – Task 1: Project Management and Administration

This task includes assembling, administering, and managing the Panel. This collaborative process is used to gather information about the expertise and qualifications required for the Client's project.

1.1 Identify, Engage and Support Experts. Assemble, engage, administer, manage, reimburse, and compensate subject matter experts (SMEs) in each required discipline and any other key areas of relevant technical expertise required.

- a. Engage Panel members with the NWRI Panelist Engagement Agreement defining the terms, conditions, expectation, and compensation for Panelists selected for the Project.
- b. Notify the Project Team when all Panel members have signed their engagement agreements and are ready to begin work.
- c. Occasionally, Panel members must transition off for personal and / or professional reasons. This task provides for maintaining Panel independence and effectiveness.

1.2 Manage and Administer Project. Conduct all necessary and appropriate project administration and management duties in a timely and professional manner. These duties vary by engagement but tend to focus on records management, billings, scope and resource development, and related logistics. This task is intended to ensure that NWRI can support the Project Team, Client, Panel, and stakeholders.

Scope of Work – Task 2: Meeting Planning and Preparation

NWRI will schedule, plan, and prepare for the Panel meetings in coordination with relevant Project requirements and/or milestones.



2.1 Panel Meeting Planning. NWRI will work with the Project Team to plan and articulate the full scope of review for the Panel meeting. This planning will include sequencing content to optimize the Panel's review. This collaborative process will include:

- a. Meeting online to plan each Panel meeting, agenda, meeting facilitation processes, and key questions for the Panel as needed to support the Project, the Project Team, and the Panel.
- b. Curating scientific, technical, policy, and related questions that the Project Team would like the Panel to advise on. These questions are often referred to as the "Panel Charge."
- c. Developing meeting objectives in support of the charge with NWRI and the Panel Chair.
- d. Agreeing upon a strategy to develop and share relevant Project background information and data to optimize the Panel member's review.
- e. Working with the Project Team and Panel members to schedule Panel meetings and workshops.
- f. Identifying the meeting attendees, including Project Team members, Project Team staff, consultants, state and regional regulators, and other stakeholders needed for an effective Panel meeting. NWRI will also discuss and clarify roles and expectations for all Panel meeting participants.

2.2 Pre-Meeting Workshop with Project Team and Panel Chair. NWRI will schedule a virtual workshop to further develop the meeting objectives. This process will include:

- a. Refining the Panel Charge.
- b. Discussing the agenda and facilitative processes to support the Panel.
- c. Ensuring that the pre-meeting literature review and in-meeting presentations contain all the information that the Panel needs as the basis for its findings, conclusions, and recommendations.

2.3 Panel Meeting Preparation. NWRI will work in collaboration with the Project Team to prepare for each Panel meeting. This work includes developing the meeting agenda, compiling meeting relevant background materials from the Project Team, transmitting these pre-meeting review materials to the Panel before the meetings, and



informing/engaging relevant Project stakeholders as identified by the Client before the meetings. Tasks include:

- a. Working with the Project Team to develop the agenda. As part of this process, NWRI and the Project Team will discuss facilitative techniques to stimulate the exchange of information and ideas.
- b. Supporting the Project Team and consultants as they define, develop, and prepare presentations on agenda topics. The Project Team will prepare and provide reference materials for the Panel members to review before and during the meeting.
- c. Facilitating the Panel meeting and distributing relevant visual aids, handouts, and other materials provided by the Project Team to support their presentations.
- d. Discussing and engaging available resources to develop the scope, breadth, and presentation of background materials relevant to the Panel's scope.
- e. Collecting appropriate background material for the Panel meeting from the Project Team, its partners, its consultants, or any other Project stakeholder, subject to approval by the Project Team. The Project Team should provide all pre-meeting review documents in PDF format to the NWRI Project Manager **at least two weeks before the meeting.**
- f. Distributing an official pre-meeting review transmittal to the Panel members by email approximately ten (10) business days before the meeting so the Panel has time to review and consider the materials.
- g. Preparing and transmitting a Panel meeting agenda to identified stakeholders.

2.4 Coordinate Panel Meeting Logistics. NWRI, in consultation with the Project Team, will coordinate logistics for each Panel meeting. Specifically, this process will include:

- a. Arranging transportation for out-of-town Panel members if meetings are in person.
- b. Booking hotel accommodations for out-of-town Panel members.
- c. Arranging meeting-related transportation for Panel members.
- d. Upon request, developing content for the existing Project webpage to provide information on the Project, the Panel, and Panel meetings.



- e. Coordinating with the Project Team to notify interested parties about Panel meetings, the availability of reports, and other Panel deliverables.

Scope of Work – Task 3: Meeting Facilitation and Preliminary Panel Report

This task includes facilitating each Panel meeting and preparing/delivering the preliminary Panel meeting report. The draft and final Panel meeting reports reflect the Panel’s consensus on the questions presented at the meeting as well as related scientific, technical, and policy issues.

3.1 Facilitate Panel Meetings. Panel meetings are typically completed in one day. The timing and length of panel meetings vary depending on the scope of the meeting as determined collaboratively by the Project Team and NWRI. NWRI will administer, facilitate, and moderate the meetings, including stakeholder participation at the meeting.

Responsibilities include:

- a. Administer the Panel meeting. Duties include welcome, introducing NWRI to the participants, explaining the panel process, attendance, taking notes, and Panel support as described including editing, presentation, and transmission of the Panel’s draft and final reports.
- b. Facilitate the meeting; NWRI’s Executive Director, Kevin M. Hardy, MPA, JD, will moderate the meeting. Meetings typically include both an open session for the Project Team and invited stakeholders, and a private closed working session of the Panel.
- c. Support the Panel process by keeping the meeting on schedule, enabling a balance of Panel member engagement and idea exchange, questions, and answers, and preparing an outline for the Panel report.

As described above, the Project Team is responsible for the content and preparation of all scientific, technical, and policy presentations made at the panel meeting.

3.2 Closed Working Session. At the conclusion of the Project Team presentations the Panel will meet privately to plan and initiate drafting of the Panel Meeting Report (PMR). During this private session, NWRI staff and Panel members will generally:

- a. Determine consensus on key findings and recommendations to anchor the PMR.
- b. Prepare a general outline of the PMR based on the questions presented and the information presented.
- c. Assign drafting assignments for the PMR to SMEs based on their interests and expertise. In authoring their assigned sections, Panel members will consider information and other materials presented at the meeting and relevant findings



from other concurrent efforts (if any). Panel members will apply their expert judgment to develop the most informed and useful recommendations possible.

Scope of Work – Task 4: Panel Meeting Report

4.1 This task provides for the research, writing, editing, and review of the draft and final Panel meeting reports. NWRI panel reports are authored by the Panel under the leadership of the Panel Chair starting during the Panel’s private working session at the conclusion of the meeting.

4.2 The report is a consensus report of the Panel, meaning that each finding and recommendation will have the support of each Panel member.

4.3 NWRI’s role in this task is coordinating the Panel’s efforts in drafting the reports, editing the reports for clarity and presentation, transmitting the reports to the Project Team for review, and ensuring the final report is clear, accurate, and timely. NWRI and the Panel members will:

- a. Write and submit assigned sections to the Panel Chair and the NWRI Project Manager, who then work collaboratively to compile the draft report.
- b. Review and edit the draft report. This process is coordinated by the Panel Chair and NWRI. The first work product is the draft Panel meeting report.
- c. Transmit the draft report to the Project Team for their review to identify mistakes of fact, unintended inconsistencies, and errors or omissions in the application of relevant science. To ensure Panel independence and credibility, neither the Panel nor NWRI will negotiate findings and recommendations absent a mistake of fact or mistaken application of fact by the Panel.
- d. Depending upon scheduling, the report may take several weeks to finalize. Draft reports are typically completed within six (6) weeks of the meeting, however, report production timeframes are dependent upon the complexity of the meeting subject matter, the quality of the meeting materials prepared by the Client and its consultants, the Panel’s requests for additional data and/or information, expert availability, and report writing and production logistics. NWRI will communicate and discuss report delivery expectations with the Project Team as necessary and appropriate.



Deliverables

1. Project Management and Administration. This deliverable provides for communication, coordination, and billing in support of the remaining deliverables.
2. Transmit Meeting Agenda to Project Team and Stakeholders. In collaboration with the Project Team, NWRI will: develop and produce each Panel meeting agenda along with the pre-meeting review materials that: establish the Panel Charge for the meeting; identify objectives for the meeting; set forth the scientific, technical, and policy questions presented; identify presenters and subject matter to be covered; and allocate time to cover all subject matter necessary to enable the Panel to provide consensus expert comments and recommendations in the Panel report.
3. Facilitate Panel Meeting. NWRI will facilitate each meeting to achieve the identified objectives stated in the relevant Panel Meeting Agenda.
4. Produce Draft and Final Panel Meeting Reports. The Panel, as directed by the Chair, will author the Draft Report. As directed by the Chair, NWRI will edit, produce, and transmit draft Panel Meeting Reports to the Project Team. Draft reports typically take the Panel and NWRI approximately six (6) weeks to complete after the Panel meets. NWRI will transmit Final Panel Meeting Reports to the Project Team as soon as possible.

Proposed Budgets

The Technical Orientation Workshop will be a remote meeting of the Panel. **The proposed budget is \$14,080.**

The Panel Meeting will be an in-person meeting of the Panelists in Reno, Nevada. **The proposed budget is \$35,318.**

NWRI will only bill expenses actually incurred. Please see Attachment 1 for specific line-item meeting budget details.

Additional Work

Additional work that substantially varies from or exceeds the scope of work described in this proposal may require a budget amendment. NWRI will communicate and coordinate as needed with OneWater Nevada prior to undertaking additional work.

Proposed Payment Terms

1. **Progress Payment No. 1.** NWRI will invoice the OneWater Nevada not more than 25% percent of the relevant meeting budget when the Final Panel Roster is transmitted to the Project Team.



2. **Progress Payment No. 2.** NWRI will invoice OneWater Nevada not more than 25% of the relevant meeting budget when the Panel meeting date is confirmed with the Project Team.
3. **Progress Payment No. 3.** NWRI will invoice OneWater Nevada not more than 25% of the Project budget when NWRI's facilitation of the relevant Panel meeting concludes.
4. **Final Payment.** Upon delivery of the final meeting report, NWRI will invoice the OneWater Nevada for only those actual expenses authorized in the relevant meeting budget up to the total meeting budget less all previously billed progress payments for that meeting.

Contact

If you have questions or would like to discuss this proposal further, please contact Suzanne Sharkey, Project Manager, at ssharkey@nwri-usa.org or (949) 258-2093.



About the National Water Research Institute

NWRI was established in 1991 to address water supply and quality issues facing our nation through cooperative research. NWRI is organized as both a Joint Powers Agency (JPA) pursuant to the California Government Code and a 501c3 nonprofit corporation pursuant to the Internal Revenue Code. Based in Fountain Valley, California, NWRI’s JPA members include:

- Inland Empire Utilities Agency
- Irvine Ranch Water District
- Los Angeles Department of Water and Power
- The Metropolitan Water District of Southern California
- Orange County Sanitation District
- Orange County Water District

In conjunction with our JPA members and our partners at the Joan Irvine Smith and Athalie R. Clarke Foundation, NWRI promotes the protection, maintenance, and restoration of drinking water supplies as well as freshwater and marine environments. NWRI staff titles, project duties, and qualifications are presented below. For specific information about other NWRI Independent Expert Advisory Panels, our research, or educational and outreach initiatives, please visit our [website](#).

NWRI Staff Titles, and Duties

Name	Title	Duties
Kevin M. Hardy	Executive Director	Provides overall management for Panel efforts. Responsible for working with Panel Chair to plan and facilitate Panel activities.
Suzanne Sharkey	Project Manager	Coordinates with Panel Chair, NWRI Executive Director, Panelists, and Client. Key project management for scheduling, administration, and work product.
Mary Collins	Communications Manager	Coordinates with Panel Chair and Panelists to document meeting notes and prepare reports.
Julie Abshire	Project Controller	Manages budgeting, invoicing, and contracting.



NWRI Staff Qualifications

Kevin M. Hardy, Executive Director, works with academics, utility executives, peers and policymakers to continue developing regulations for potable reuse; building upon relationships with public and private agencies; and facilitating NWRI's expert Panel program to help guide innovation in water resources management practice and policy.

Hardy is an experienced water leader and public agency executive. After a decade serving the cities of San Diego and Chula Vista in various management capacities, he was appointed to an executive role at the Encina Wastewater Authority in 1995. Under Hardy's leadership, Encina was recognized for excellence in wastewater treatment and recycled water operations, green energy production, biosolids management, capital improvement planning and execution, innovative public-private partnering, workplace safety, and employee training and development. During his tenure at Encina, Hardy served on several industry association Boards of Directors and as an elected president of the California Sanitation Risk Management Authority and California Association of Sanitation Agencies.

After seven years as Encina's General Manager, he retired in March 2016 and joined NWRI in April 2017. In this role, Hardy also serves as the Administrative Director for the Southern California Salinity Coalition. He holds bachelor's and master's degrees in from San Diego State University's Institute of Public and Urban Affairs and a Juris Doctorate from the University of San Diego School of Law. Hardy is also an alumnus of the joint AWWA-WEF Water and Wastewater Leadership Center at the University of North Carolina at Chapel Hill.

Suzanne Sharkey, Water Resources Scientist and Project Manager, has served as a water resources scientist at NWRI Since 2014. She previously worked as a data analyst and field scientist for environmental consulting firms focused on stormwater management, salt marsh restoration, and innovative groundwater remediation techniques. She has a bachelor's degree in Chemistry from The College of New Jersey, and a master's degree in Technical and Science Communications from Drexel University, and a master's degree in Environmental Science and Management from The University of Rhode Island.

Mary Collins, Communication Manager and Technical Editor, joined NWRI in 2018. Originally from Seattle, she worked as a technical writer and editor in the tech industry, most recently for Google and Microsoft. Her experience includes five years as technical editor at a Seattle-based earth sciences engineering firm. She has a bachelor's degree in Communication from Boise State University and specialized training in technical writing and editing from University of Washington.

Julie Abshire, Project Controller, joined NWRI in June 2013. She brings 20 years of experience in bookkeeping and accounting to support all NWRI project and clients. She has a bachelor's degree in Business.



Current or Related Projects

NWRI facilitates expert Panels that support high-profile, regionally critical engagements projects comparable, or related, to the Project, including Panels supporting:

- Development of statewide DPR guidance for stakeholders and/or regulators in the states of Colorado, Arizona, New Mexico, and Texas
- California State Water Board
 - DPR Public Health Determination on Preliminary Statewide Regulations
 - DPR Statewide Source Control Regulatory Guidance
 - DPR Feasibility of Uniform Statewide Criteria
 - Uniform Statewide On-site Nonpotable Water regulations
 - Livestock Hydration Regulatory Guidance
 - Guidance to optimize the evaluation of bioanalytical tools for Recycled Water Policy compliance
- Orange County Water District (CA) integrated Groundwater Replenishment System and Santa Ana River Public Health Monitoring projects
- Los Angeles Department of Water and Power (CA) Operation NEXT
- Metropolitan Water District of Southern California (CA) Regional Recycled Water Project, Advanced Purification Center Demonstration Project
- City of San Diego (CA) Pure Water San Diego
- Los Angeles Bureau of Sanitation (CA) Hyperion Membrane Bioreactor Pilot Project
- Hampton Roads Sanitation District (VA) Sustainable Water Initiative for Tomorrow
- City of Tampa (FL) Tampa Pure Indirect Potable Reuse Project
- City of Boise (ID) Water Renewal Utility Plan
- LOTT Clean Water Alliance (WA) Recycled Water Infiltration Study
- Las Virgenes-Triunfo JPA (CA) Las Virgenes Reservoir Augmentation Project
- Valley Water District (CA) Regional Potable Reuse Program (San Jose)
- Soquel Creek Water District (CA) Pure Water Soquel Groundwater Replenishment Project
- One Water Monterey (CA) Pure Water Monterey Groundwater Replenishment Project



Attachment 1: Proposed Panel Meeting Budgets

NATIONAL WATER RESEARCH INSTITUTE

Proposed Budget for the OneWater Nevada - Advanced Purified Water Program at American Flat

1. Pass-Through Expenses

A. Expert Panel Member Honoraria

Meeting Preparation	
Meeting and Workshop Participation and Working Calls	
Report Drafting	
Panel Chair - Additional Effort	

Subtotal - Panel Honorarium

B. Project Administration and Operating Expenses

Flat Fully-Billed Rate for Technology, Postage, Supplies, Misc.	
Project Specific Operating Reimbursements	

Subtotal - Project Administration

C. Meeting Expenses and Travel

Panelists

Panelist R/T Airfare	
Panelist Ground Transportation & Parking	
Panelist Lodging Per Night	
Panelist Breakfast	
Panelist Lunch	
Panelist Dinner	
Panelist Travel Miscellaneous	

Subtotal - Panelist Travel Expenses

NWRI Staff

NWRI R/T Airfare	
NWRI Ground Transportation & Parking	
NWRI Lodging Per Night	
NWRI Breakfast	
NWRI Lunch	
NWRI Dinner	
Staff Travel Miscellaneous	

Subtotal - NWRI Staff Travel Expenses

Total Pass-Through Expenses

2. Nonprofit Institutional Support Fee (Thank You for Supporting NWRI!)

10.00%

3. Direct NWRI Staff Costs

Executive Director	
Project Manager	
Communications Manager	
Administrative, Finance, and Events Staff	

Subtotal - NWRI Staff Direct Costs

Total Costs

Proposed Technical Orientation Budget (Online)

	Panelists	Days	Total Days	Cost
	6	0.50	3.00	\$2,400
	6	0.50	3.00	\$2,400
	6	0.50	3.00	\$2,400
	1	1.00	1.00	\$800
Subtotal - Panel Honorarium				\$8,000
			Units	Cost
			0	\$0
			0	\$0
Subtotal - Project Administration				\$0
	People/Units	Cost Basis	Days/Units	Cost
	6	\$ 350		\$0
	6	\$ 100		\$0
	6	\$ 300		\$0
	6	\$ 10		\$0
	6	\$ 15		\$0
	6	\$ 25		\$0
	6	\$ 25		\$0
Subtotal - Panelist Travel Expenses				\$0
	1	\$ 350		\$0
	1	\$ 100		\$0
	1	\$ 300		\$0
	1	\$ 10		\$0
	1	\$ 15		\$0
	1	\$ 25		\$0
	1	\$ 25		\$0
Subtotal - NWRI Staff Travel Expenses				\$0
Total Pass-Through Expenses				\$8,000
				\$800
	Hourly Rates		Hours	Cost
	\$225.00		8	\$1,800
	\$160.00		8	\$1,280
	\$150.00		8	\$1,200
	\$125.00		8	\$1,000
Subtotal - NWRI Staff Direct Costs			32	\$5,280
Total Costs				\$14,080

NATIONAL WATER RESEARCH INSTITUTE

Proposed Budget for the OneWater Nevada - Advanced Purified Water Program at American Flat

1. Pass-Through Expenses

A. Expert Panel Member Honoraria

Meeting Preparation				
Meeting and Workshop Participation and Working Calls				
Report Drafting				
Panel Chair - Additional Effort				
Subtotal - Panel Honorarium				

B. Project Administration and Operating Expenses

Flat Fully-Billed Rate for Technology, Postage, Supplies, Misc.	\$	100		
Project Specific Operating Reimbursements	\$	100		
Subtotal - Project Administration				

C. Meeting Expenses and Travel

Panelists	People/Units	Cost Basis	Days/Units	Cost
Panelist R/T Airfare	6	\$ 350	1	\$2,100
Panelist Ground Transportation & Parking	6	\$ 100	1	\$600
Panelist Lodging Per Night	6	\$ 300	1	\$1,800
Panelist Breakfast	6	\$ 10	2	\$120
Panelist Lunch	6	\$ 15	2	\$180
Panelist Dinner	6	\$ 25	2	\$300
Panelist Travel Miscellaneous	6	\$ 25	1	\$150
Subtotal - Panelist Travel Expenses				\$5,250

NWRI Staff

NWRI R/T Airfare	1	\$ 350	1	\$350
NWRI Ground Transportation & Parking	1	\$ 100	1	\$100
NWRI Lodging Per Night	1	\$ 300	1	\$300
NWRI Breakfast	1	\$ 10	2	\$20
NWRI Lunch	1	\$ 15	2	\$30
NWRI Dinner	1	\$ 25	2	\$50
Staff Travel Miscellaneous	1	\$ 25	1	\$25
Subtotal - NWRI Staff Travel Expenses				\$875

Total Pass-Through Expenses

2. Nonprofit Institutional Support Fee (Thank You for Supporting NWRI!)

10.00% **\$1,793**

3. Direct NWRI Staff Costs

	Hourly Rates	Hours	Cost
Executive Director	\$225.00	16	\$3,600
Project Manager	\$160.00	40	\$6,400
Communications Manager	\$150.00	24	\$3,600
Administrative, Finance, and Events Staff	\$125.00	16	\$2,000
Subtotal - NWRI Staff Direct Costs		96	\$15,600

Total Costs

\$35,318

EXHIBIT B

Indemnification and Insurance

EXHIBIT “B”

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

INDEMNIFICATION

INDEMNIFICATION

In addition to specific indemnification provisions in the Agreement, NATIONAL WATER RESEARCH INSTITUTE agrees to indemnify and hold harmless Commission, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, causes of action or liability (“Claims”) to the extent caused by NATIONAL WATER RESEARCH INSTITUTE’s negligent acts, errors or omissions related to or arising in connection with the Services, Project and the performance under the Agreement.

NATIONAL WATER RESEARCH INSTITUTE further agrees to defend Commission and assume costs, expenses and liabilities of any nature to which Commission may be subjected as a result of any Claims arising out of or related to the negligent acts, errors or omissions of NATIONAL WATER RESEARCH INSTITUTE or its subcontractors, or their respective agents, in the performance of the Project.

In addition to the foregoing, as to all Claims which do not arise directly out of the performance of the Project, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, NATIONAL WATER RESEARCH INSTITUTE agrees to indemnify, defend (at Commission’s option), and hold harmless Commission, its officers, agents, employees, and volunteers from and against any and all such Claims arising out of any acts or omissions of NATIONAL WATER RESEARCH INSTITUTE, or its subcontractors, or their respective agents while acting under the terms of this Agreement; excepting those which arise out of the negligence of Commission.

In determining the nature of the claim against Commission, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Commission.

To the extent any of the foregoing provisions conflict with indemnification provisions in the Agreement, the term providing broader indemnification and protection to the Commission shall govern.

GENERAL INSURANCE REQUIREMENTS

NATIONAL WATER RESEARCH INSTITUTE shall, at its sole cost and expense, purchase and maintain during the term of the Agreement Industrial Insurance (Workers’ Compensation), Commercial General Liability Insurance, Auto Liability, and Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance under the Agreement by NATIONAL WATER RESEARCH INSTITUTE, its agents, representatives, employees or subcontractors, or their respective agents. The cost of all such insurance shall be borne by NATIONAL WATER RESEARCH INSTITUTE.

A. INDUSTRIAL INSURANCE

No Industrial Insurance coverage will be provided by Commission for NATIONAL WATER RESEARCH INSTITUTE or any of its subcontractors. NATIONAL WATER RESEARCH INSTITUTE shall, as a precondition to the performance of any work under this Agreement, and as a precondition to any obligation of the Commission to make any payment under this Agreement, provide Commission with a Certificate of Insurance issued by an insurer in accordance and compliance with NRS 616B.627 and NRS 617.210.

If NATIONAL WATER RESEARCH INSTITUTE or any subcontractor is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should NATIONAL WATER RESEARCH INSTITUTE be self-funded for Industrial insurance, NATIONAL WATER RESEARCH INSTITUTE shall so notify Commission in writing prior to the signing of any agreement related to this Agreement. Commission reserves the right to approve self-funded retentions and may request additional documentation, financial or otherwise for review prior to the signing of any such agreement.

B. OTHER INSURANCE

NATIONAL WATER RESEARCH INSTITUTE shall purchase and maintain the following insurance policies with coverage limits no less than the amounts set forth below:

1. Comprehensive General Liability: occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be for “any auto”, including owned, non-owned and hired vehicles. No aggregate limit may apply.
3. Errors and Omissions Liability: professional liability/errors and omissions insurance in the amount of not less than One Million Dollars (\$1,000,000) per claim. The policy shall have a retroactive date prior to commencement of the performance of this Agreement and a discovery period at least three (3) years after the later of termination or the date of substantial completion of the project.

Any premium costs incurred to increase NATIONAL WATER RESEARCH INSTITUTE’s insurance levels to meet minimum contract limits shall be paid by NATIONAL WATER RESEARCH INSTITUTE at no cost to the Commission.

NATIONAL WATER RESEARCH INSTITUTE will maintain liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the Project. In the event that NATIONAL WATER RESEARCH INSTITUTE goes out of business during the term of this Agreement, or the three (3) year period described above, NATIONAL WATER RESEARCH INSTITUTE shall purchase Extended Reporting Coverage for claims arising out of NATIONAL WATER RESEARCH INSTITUTE’s negligent acts, errors and omissions committed during the term of the NATIONAL WATER RESEARCH INSTITUTE’s Liability Policy.

Should Commission and NATIONAL WATER RESEARCH INSTITUTE agree that higher NATIONAL WATER RESEARCH INSTITUTE coverage limits are needed warranting a specific project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be paid by

Commission. Commission retains the option to purchase project insurance through NATIONAL WATER RESEARCH INSTITUTE's insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by Commission's legal counsel prior to the start of work under this Agreement. Commission reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by Commission's legal counsel prior to the change taking effect.

FORM GENERAL LIABILITY COVERAGE

NATIONAL WATER RESEARCH INSTITUTE's insurance coverage shall contain, or be endorsed to contain, the following provisions:

1. Commission, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of NATIONAL WATER RESEARCH INSTITUTE; products and completed operations of NATIONAL WATER RESEARCH INSTITUTE; or premises owned, occupied or used by NATIONAL WATER RESEARCH INSTITUTE. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
2. NATIONAL WATER RESEARCH INSTITUTE's insurance coverage shall be primary insurance as respects Commission, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by Commission, its officers, agents, employees or volunteers shall be excess of NATIONAL WATER RESEARCH INSTITUTE's insurance and shall be excess and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Commission, its officers, agents, employees or volunteers.
4. NATIONAL WATER RESEARCH INSTITUTE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. NATIONAL WATER RESEARCH INSTITUTE's insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits below that specified herein except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Commission except for nonpayment of premium.
6. Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against Commission, its officers, employees and immune contractors in connection with damage covered by any policy.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. Commission, with the approval of its legal counsel, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning NATIONAL WATER RESEARCH INSTITUTE and its insurance carrier.

Commission reserves the right to require that the NATIONAL WATER RESEARCH INSTITUTE's insurer be a licensed and admitted insurer in the State of Nevada, or on the Nevada Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

NATIONAL WATER RESEARCH INSTITUTE shall furnish Commission with certificates of insurance and with original endorsements affecting coverage required by this Exhibit "B". The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by Commission. **All certificates and endorsements are to be addressed to Commission and be received and approved by Commission's legal counsel before work commences.** Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

NATIONAL WATER RESEARCH INSTITUTE shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. NATIONAL WATER RESEARCH INSTITUTE's subcontractors shall be subject to all of the minimum coverage requirements stated herein.

MISCELLANEOUS CONDITIONS

1. NATIONAL WATER RESEARCH INSTITUTE shall be responsible for and remedy all damage or loss to any property, including property of Commission, caused in whole or in part by NATIONAL WATER RESEARCH INSTITUTE, any subcontractor, or anyone employed, directed or supervised by NATIONAL WATER RESEARCH INSTITUTE.
2. Nothing herein contained shall be construed as limiting in any way the extent to which NATIONAL WATER RESEARCH INSTITUTE may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any subcontractors under NATIONAL WATER RESEARCH INSTITUTE.
3. In addition to any other remedies Commission may have if NATIONAL WATER RESEARCH INSTITUTE fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Commission may, at its sole option:
 - a. Order NATIONAL WATER RESEARCH INSTITUTE to stop work under this Agreement and/or withhold any payments which become due to NATIONAL WATER RESEARCH INSTITUTE until NATIONAL WATER RESEARCH INSTITUTE demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which Commission may be liable through the operations of NATIONAL WATER RESEARCH INSTITUTE under this Agreement if NATIONAL WATER RESEARCH INSTITUTE is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement; or
 - c. Terminate the Agreement.