

AMENDMENT TO INTERLOCAL AGREEMENT
CITY OF FARMERS BRANCH

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

This Amendment to Contract for Technical Services (“Amendment”) is made and entered into as of the Effective Date by and between the **CITY OF FARMERS BRANCH**, a Texas home rule municipality (hereinafter referred to as the "CITY", and **TRINITY RIVER AUTHORITY** (hereinafter referred to as "AUTHORITY"). CITY and AUTHORITY are hereafter collectively referred to as “the Parties” or individually as “Party.”

WHEREAS, CITY and AUTHORITY entered into that certain *Contract of Technical Services* dated and effective October 1, 2015, (“the Interlocal Agreement”) wherein AUTHORITY agreed to provide Industrial Inspection, Industrial Sampling, and Analytical Services to CITY with respect to the sampling and analysis of wastewater generated by and transported through CITY’s sanitary sewer system (“the System”); and

WHEREAS, the Interlocal Agreement was for an initial term of three year totaling \$30,000.00; and

WHEREAS, the Interlocal Agreement was effective as of October 1, 2015, and was to terminate at midnight on September 30, 2018; and

WHEREAS, the Interlocal Agreement provides that CITY may request amendments to the Interlocal Agreement; and

WHEREAS, CITY has determined that it desires to engage AUTHORITY to perform additional services that may require the payment of up to an additional \$20,000 annually for such additional services; and

WHEREAS, the Parties desire to amend the Interlocal Agreement to provide for the payment of such additional services.

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, CITY and AUTHORITY agree as follows:

1. The Interlocal Agreement is hereby amended as follows:
 - A. Section II.A. is amended by adding a new paragraph 3 titled “Pretreatment Services” to read as follows:

2. Pretreatment Program Administrative Services

Performing Agency agrees to perform for Receiving Agency the following administrative services with respect to Receiving Agency's industrial pretreatment program as set forth in accordance with applicable provisions of City of Farmers Branch Code of Ordinances Chapter 86, Article III, as amended, and applicable provisions of federal and state laws and regulations relating to the discharge of industrial waste into Receiving Agency's publicly owned treatment works ("POTW"):

- (a) Send permit applications to new applicants for wastewater discharge permits, and permit renewal applications as needed existing wastewater discharge permit holders;
- (b) Reviewing permit applications and assessing if the industrial user meets Significant Industrial User u ("SIU");
- (c) Handling correspondence and corrections to the permit applications with the industrial users;
- (d) Create, as needed, fact sheets for each SIU and retention of all documentation related to the permitting process;
- (e) Writing the SIU's permit on behalf of Receiving Agency; provided, however, Receiving Agency must still sign and issue the permit;
- (f) Conduct review meetings to explain the permit requirements with a SIU after permit issuance;
- (g) Send semiannual report forms twice a Pretreatment Year to each SIU, reviewing as necessary, and following up with an SIU if deficiencies are present;
- (h) Advise and explain proposed enforcement activities in accordance with the Receiving Agency's ERP including, writing draft Notice of Violation, Administrative Orders, and similar enforcement documents for Receiving Agency, including providing assistance in explaining the enforcement action with Receiving Agency and with the industrial user; provided, however, Receiving Agency would be responsible for prosecuting any enforcement action required by Receiving Agency's ERP;
- (i) Assist Receiving Agency with its Industrial User survey if the time for when such survey is required occurs during the term of this Agreement, including mail outs, site visits, documentation, necessary follow-up and maintaining the inventory list for TCEQ

audits;

- (j) As provided under Section II.A.1 of this Agreement, conduct the required industrial inspection at all SIUs one (1) time per Pretreatment year and complete Receiving Agency's inspection form and follow-up up with the industrial user on any additional info required or actions required of the SIU as a result of the inspection;
- (k) As provided under Section II.A.2 of this Agreement, determine the month and day to conduct the sampling and conduct sample activities at the prescribed frequency in the SIU permit or as needed related to enforcement;
- (l) As provided under Section II.A.3 of this Agreement, evaluate all sample data for compliance, including a mailed follow-up report to Receiving Party and the SIU; and
- (m) Complete the Pretreatment Annual report forms for submission to TCEQ.

B. Section IV is amended by replacing "\$30,000" with "\$50,000."

C. Section V is amended by adding the following sentence:

The respective obligations of the Parties shall be paid from current funds available to the paying Party.

D. The Technical Services Fees as of December 1, 2016, to be charged by AUTHORITY to CITY for the services provided pursuant to the Agreement, as amended by this Amendment, shall be amended as set forth pursuant to Attachment "A," attached hereto and incorporated herein by reference.

- 2. All of the terms and conditions of the Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein. To the extent necessary, the Agreement shall be deemed ratified and authorized as if original signed by CITY's City Manager on the date of execution.
- 3. This Amendment shall be effective on the date it bears the signatures of the authorized representatives of both Parties ("the Effective Date").

(Signatures on Following Page)

Signed and Agreed by CITY this ____ day of _____, 2017.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

ATTEST:

Amy Piukana, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney
(kbl:2/2/17:83469)

Signed and Agreed by AUTHORITY this ____ day of _____, 2017.

TRINITY RIVER AUTHORITY

By: _____
J. Kevin Ward, General Manager

ATTEST:

Howard S. Slobodin, Secretary, Board of
Directors and General Counsel

ATTACHMENT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2017

December 1, 2016 through November 30, 2017

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:
Total (*) (**) \$14.40

Biochemical Oxygen Demand:
5-Day (*) \$29.75
5-Day Carbonaceous (*) \$33.00
5-Day Filtered (Dissolved) \$41.00
7-Day \$38.00
Extra Dilution (Each) \$ 2.50

Chlorophyll "a" \$21.75
Chlorophyll "a" and Pheophytin \$32.00
Chemical Oxygen Demand (*) \$19.00
Chloride (*) \$13.75
Conductance, Specific (*) (**) \$12.50

Cyanide
Total (*) \$39.50
Amenable to Chlorination) (*) \$52.75

Fluoride, Total (**) \$13.75
Glycols \$18.75
Hardness (*) (**) \$23.00

Nitrogen:
Ammonia (*) \$15.50
Ammonia by Distillation (*) \$24.50
Kjeldahl, Total (*) \$24.00
Nitrate (*) \$13.75
Nitrite (*) \$13.75
Total \$42.5

Oil and Grease (*) \$58.75

Organic Carbon:
Dissolved \$25.40
Total (*) (**) \$23.60

pH (*) \$11.50

Solid Samples

Ammonia (**) \$24.50
Chemical Oxygen Demand \$41.00
Nitrogen, Kjeldahl, Total \$32.50
Phosphorus, Total (**) \$31.00
pH (**) \$18.25
Mercury (**) \$58.00
Metals Preparation \$32.00

Phosphorus:
Ortho (*) \$15.75
Total (*) \$26.75

Solids Testing (Gravimetric):
Total (TS) \$15.00
Total Dissolved (TDS) (*) \$23.75
Total Suspended (TSS) (*) \$19.00
Volatile Suspended (VSS) (*) \$10.25
(after TSS)
Percent Solids, Total and Volatile \$19.00

Sulfate (*) \$13.75

Turbidity (*) (**) \$12.00
UV254 \$23.00

Mercury (*) (**) \$26.00

Metals (EPA 200.8) (*) (**) (***) \$14.50 each

Aluminum	Lead
Arsenic	Manganese
Antimony	Molybdenum
Barium	Nickel
Beryllium	Selenium
Boron	Silver
Cadmium	Thallium
Chromium	Tin
Cobalt	Vanadium
Copper	Zinc
Iron	

Minerals (*) \$14.50 each

Calcium
Magnesium
Potassium (***)
Silica
Sodium

MICROBIOLOGICAL ANALYSES

NELAC Accreditation
*Non-Potable Water
**Drinking Water
***Solids

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$ 16.75
Heterotrophic Plate Count	\$ 19.50

Other:

Coliform, Fecal (Membrane Filter) (*)	\$ 18.00
Coliform, Fecal (MPN) (***)	\$ 51.00
Coliform, Total (MPN-Q Tray)	\$ 16.75
E. Coli (MPN-Q Tray) (*)	\$ 16.75
Streptococcus, Fecal (Membrane Filter) (*)	\$ 19.00
Heterotrophic Plate Count	\$ 19.50
Microscopic General Examination	\$ 25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*)

3 Day (unpreserved)	\$160.00
BTEX (only)	\$144.00
Trip Blanks	\$105.00
Geosmin/MIB	\$ 99.00

EPA 625(*)

Total Semi-Volatiles	\$218.00
Semi-volatile Trip Blank	\$181.00

Pesticides/PCB**EPA 608 (*)**

Full List	\$273.00
Chlorinated Pesticides (only)	\$178.00
PCB (aqueous&solid)	\$178.00

EPA 8082

Polychlorinated Biphenyls (PCB)	\$197.00
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BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 160.00
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PRETREATMENT ASSISTANCE

Inspection	\$ 358.00
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NELAC Accreditation
*Non-Potable Water
**Drinking Water
***Solids

Additional Composite Sample	\$ 95.00	Permit Preparation	\$ 630.00
Grab Sample	\$ 77.00	Field Surveillance Event	\$ 412.00
Additional Grab Sample	\$ 24.00		
pH only	\$ 60.00		
Field pH	\$ 16.00		
Field Measurement	\$ 30.00		
Sampling Event Cost for a Failed Sample	\$ 101.00		
Industry Split Sample	\$ 22.00		
Boat Fee	\$ 80.00		
QA/QC Fee	\$ 17.00		

~Grab Sampling
~Delivery to TRA Laboratory
~Field Testing Available
~Sample Preservation
~Proper Chain of Custody

~Installation of Automatic Composite Samplers
~Verification of Application Data
~Consultation with Industries on Industrial Pretreatment
~Chemical Inventory Review
~Industry Split Sampling

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2016. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

NELAC Accreditation
*Non-Potable Water
**Drinking Water
***Solids

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

Manager
Technical Services

JOHN DURBIN

Manager
Collection System

CRAIG HARVEY
Laboratory Division
Chief

JENNIFER MOORE
Environmental Service
Coordinator

CHRIS PATIN
Technical Services Engineer

CATHY SIEGER
Quality Assurance
Coordinator

CRAIG CROWDER
Technical Services Engineer

NELAC Accreditation
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