TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND TRINITY RIVER AUTHORITY OF TEXAS FOR WATER AND WASTEWATER ANALYSIS AND SURVEYS OF INDUSTRIAL USERS IN AN AMOUNT NOT TO EXCEED $9,500.00 FOR FY2019-20, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Interlocal Agreement for Technical Services between the Town of Addison and Trinity River Authority of Texas for water and wastewater analysis and surveys of industrial users in an amount not to exceed $9,500.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of September, 2019.

_____
Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: City of Town of Addison, whose authorized address is

P.O. Box 9010
Addison, Texas 75001

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and municipal regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) 1, 2 & 3, below.

A. PERFORMANCE OF SERVICES

1. Non-Significant Industrial User Inspection and Classification Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers 003-003.

The Performing Agency shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Receiving Agency's Industrial User Survey Form, industrial user inspections as needed, and proper classification and documentation of industrial users' discharge practices. Performing Agency will provide on behalf of the Receiving Agency updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Trinity River Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Trinity River Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Significant Industrial User Permit and Inspection Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes

to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR § 403.8. Industrial Pretreatment Inspections, Application reviews and permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinance Numbers 003-003, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

3. Industrial User Sampling Services:

   The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinance Numbers 003-003.

   The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

4. Analytical Services:

   The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

   The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

   The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported

to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current Texas law.

Receiving Agency may deliver to Performing Agency samples for analyses separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analyses, the Receiving Agency shall indicate the nature and extent of the analysis it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty days' notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty-day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will furnish Receiving Agency an invoice for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A. Said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of

EXHIBIT A

Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed Nine Thousand and Five Hundred dollars ($ 9,500) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin October 1, 2019 and shall terminate September 30, 2020, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:	Performing Agency:
CITY OF Town of Addison	TRINITY RIVER AUTHORITY OF TEXAS
BY: _____	BY: _____
TITLE: Wesley S. Pierson, City Manager	TITLE: GENERAL MANAGER
DATE: _____	DATE: _____
ATTEST: _____ (SEAL)	ATTEST: _____ (SEAL)

EXHIBIT A

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.

2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.

3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample. In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.

4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.

2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.

3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.

4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.

5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.

6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

EXHIBIT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2020

December 1, 2019 through November 30, 2020

NELAP CERTIFICATE T104704287-10-TX

EXHIBIT A

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:	
Total (*)(**)	$12.00
Biochemical Oxygen Demand:	
5-Day (*)	$34.90
5-Day Carbonaceous (*)	$36.50
5-Day Filtered (Dissolved)	$45.80
7-Day	$42.00
Extra Dilution (Each)	$ 2.50
Chlorophyll "a"	$24.20
Chlorophyll "a" and Pheophytin	$36.00
Chemical Oxygen Demand (*)	$24.50
Chloride (*)	$15.40
Conductance, Specific (*) (**)	$10.00
Cyanide:	
Total (*)	$39.50
Amenable to Chlorination (*)	$65.60
Fluoride, Total (**)	$15.40
Glycols	$21.70
Hardness (*) (**)	$26.00
Nitrogen:	
Ammonia (*)	$22.80
Ammonia by Distillation (*)	$28.50
Kjeldahl, Total (*)	$35.50
Nitrate (*)	$15.40
Nitrite (*)	$15.40
Total	$45.00
Oil and Grease (*)	$60.00
Organic Carbon:	
Dissolved	$23.00
Total (*) (**)	$15.75
pH (*)	$11.30

Solid Samples

Ammonia (***)	$28.50
Chemical Oxygen Demand	$41.50
Nitrogen, Kjeldahl, Total	$30.50
Phosphorus, Total (***)	$24.25
pH (***)	$11.30
Mercury (***)	$66.50
Metals Preparation	$32.10

Phosphorus:	
Ortho (*)	$15.00
Total (*)	$24.25
Solids Testing (Gravimetric):	
Total (TS)	$16.00
Total Dissolved (TDS) (*)	$27.00
Total Suspended (TSS) (*)	$19.70
Volatile Suspended (VSS (*) (after TSS)	$11.80
Percent Solids, Total and Volatile	$21.40
Sulfate (*)	$15.40
Turbidity (*) (**)	$9.50
UV254	$25.00
Mercury (*) (**)	$34.00

Metals (EPA 200.8) (*) (**) (***): $16.00 ea.

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

Minerals (*): $16.00 ea.

Calcium
Magnesium
Potassium (***)
Silica
Sodium

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

EXHIBIT A

MICROBIOLOGICAL ANALYSES

Drinking Water:		Wastewater:	
Total Coliform (MMO/MUG) (**)	$23.80	Coliform, Fecal (Membrane Filter (*)	$17.07
Heterotrophic Plate Count	$21.90	Coliform, Fecal (MPN (***)	$62.00
		Coliform, Total (MPN-Q Tray)	$21.35
		E. Coli (MPN-Q Tray) (*)	$21.35
		Streptococcus, Fecal (Membrane. Filter) (*)	$18.00
		Heterotrophic Plate Count	$21.90
		Microscopic General Examination	$25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*):		**Pesticides/PCB**	
3-Day (unpreserved)	$165.00		
BTEX (only)	$168.00	EPA 608 (*):	
Trip Blanks	$103.00	Full List	$317.40
Geosmin/MIB	$107.00	Chlorinated Pesticides (only)	$209.70
		PCB (aqueous and solid)	$209.70
EPA 625 (*):			
Total Semi-Volatiles	$211.00	EPA 8082:	
Semi-Volatile Trip Blank	$181.00	Polychlorinated Biphenyls (PCB)	$154.25

BY QUOTE

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

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

EXHIBIT A

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	$ 210.00
Additional Composite Sample	$ 105.00
Grab Sample	$ 87.00
Additional Grab Sample	$ 25.00
pH only	$ 87.00
Field pH	$ 29.00
Field Measurement	$ 47.00
Sampling Event Cost for a Failed Sample	$ 113.00
Industry Split Sample	$ 29.00
Boat Fee	$ 105.00
QA/QC Fee	$ 23.00

PRETREATMENT ASSISTANCE

Inspection (permitted users)	$ 700.00
Inspection (unpermitted users)	$ 100.00
Permit Preparation (5yr permit)	$2,000.00
Field Surveillance Event	$1,063.00
Industrial User Survey Fee	Formula

Industrial User Survey Fee Formula:

(No. of Survey Entities[1] X $3.75) + (No. of identified industrial users[2] X $16.00)

Formula Footnotes:
[1] Users from the Texas Manufactures Guide List for Contracting Party's jurisdiction.
[2] Users that require further manufacturing process and discharge classification

PRETREATMENT SERVICES INCLUDE

- Grab Sampling
- Installation of Automatic Composite Samplers
- Field Testing Available
- Proper Field QA/QC
- Industry Split Sampling
- Sample Preservation
- Proper Chain of Custody
- Delivery to TRA Laboratory
- Sample Data Review with Report Summaries
- Appropriate Industrial User Pretreatment Classification
- Verification of Permit Application Data
- Chemical Inventory Review
- Permit Drafting
- Semiannual Report Review
- Appropriate Inspection Documentation
- Enforcement Guidance
- Consultation with Industries on Industrial Pretreatment

NELAP Accreditation
*Non-Potable Water
**Drinking Water
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EXHIBIT A

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2019. 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:
METRO: (972) 263-2251 **FAX: (972) 975- 4414**

WILLIAM B. CYRUS
Manager
Technical Services

JOHN DURBIN
Manager
Collection System Group

CRAIG HARVEY
Laboratory Division Chief

JENNIFER MOORE
Environmental Service Coordinator

CRAIG CROWDER
Technical Services Engineer

CATHY SIEGER
Quality Assurance Coordinator

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