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# Trinity River Authority of Texas



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## Regulatory Services and Compliance

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3110.500.025.100

July 26, 2022

Mr. Jeff Price  
Director of Utilities  
City of Mansfield  
1200 E. Broad Street  
Mansfield, TX 76063

Dear Mr. Price:

Subject: Regulatory Services Agreement – Fiscal Year 2023  
Regulatory Services and Compliance

The Trinity River Authority Board of Directors, in Board Action June 2022, approved the Regulatory Services Fee Schedule for Fiscal Year 2023 which is in connection with all contracting work relating to the analysis of water and wastewater, industrial inspections, and/or sampling services. According to our records, your current contract expires October 31, 2022. As in past years we propose to continue performing associated services to all Authority Contributing Parties under the provisions of an agreement for services. Enclosed please find a fillable PDF copy of the Trinity River Authority Regulatory Services Agreement FY 2023. Please review and complete the attached Regulatory Services Agreement, indicating the services between the contracting party and Trinity River Authority. The service fees are effective based on the Authority's fiscal year, December 1, 2022 through November 30, 2023. However, in accordance with the contracting party's fiscal year, the contract may begin on October 1, 2022 unless otherwise noted, and will terminate on date specified by the contracting party.

Please return two (2) signed and notarized copies of the contract along with the attachments for final execution to the address referenced below:

Trinity River Authority  
Regulatory Services and Compliance  
6500 West Singleton Blvd.  
Dallas, Texas 75212  
Attention: Joseph K. Fielding,  
Manager, Regulatory Services and Compliance

6500 W. Singleton Blvd.  
Dallas, Texas 75212  
Metro (972) 263-2251  
Admin Fax (972) 975-4412  
RS&C Fax (972) 975-4414

July 26, 2022  
FY 2023 Regulatory Services Agreement  
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After execution by the Authority's General Manager, one (1) original Regulatory Services Agreement will be returned for your files. Should you have any questions concerning the FY 2023 Regulatory Services Agreement or the revised Regulatory Services Fee Schedule, please contact this office at your convenience.

Sincerely,



JOSEPH K. FIELDING  
Manager, Regulatory Services and Compliance

JKF/mlt

Enclosures

c: Matthew S. Jalbert, Executive Manager, Northern Region  
John K. Bennett, Deputy Executive Manager, Northern Region  
Jennifer I. Moore, Senior Manager, Operations and Compliance  
Natalie D. Taylor, Manager, Environmental Services

TRINITY RIVER AUTHORITY OF TEXAS  
REGULATORY SERVICES AGREEMENT

STATE OF TEXAS                               §  
   §  
COUNTY OF TARRANT                   §

This Regulatory Services Agreement (Agreement) is made and entered into as of October 24, 2022, by and between the Trinity River Authority of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018 (Authority) and City of Mansfield, with its principal office at 1200 E Broad St, Mansfield, TX 76063 (Customer); singularly and collectively referred to as "Party" and "Parties," respectively.

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791;

WHEREAS, the Authority owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality to analyze environmental samples under National Environmental Laboratory Accreditation Conference standards (NELAC);

WHEREAS, water and wastewater testing are critical to the maintenance of public health and such testing is therefore, a governmental function and service; and

WHEREAS, the governing bodies of the Authority and Customer believe that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to provide governmental function as described in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the agreements and covenants contained herein, the Authority and Customer agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

To discharge the responsibilities associated with the enforcement of federal, state and municipal regulations, Customer requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and sampling services as described below.

A.     NON-SIGNIFICANT INDUSTRIAL USER INSPECTION AND CLASSIFICATION SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed

on the schedule sheet, attached hereto as Attachment A, and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority 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 Customer's Industrial User Survey Form, necessary industrial user inspections, and proper classification and documentation of industrial users' discharge practices. Authority will provide, on behalf of Customer, updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by the Environmental Protection Agency's (EPA) general pretreatment regulations, 40 CFR § 403.12.

#### B. SIGNIFICANT INDUSTRIAL USER PERMIT AND INSPECTION SERVICES

Customer employs the Authority and the Authority agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on Attachment A.

The Authority 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 the procedures established by the Authority in accordance with 40 CFR § 403.8. Industrial pretreatment inspections, application review and permit preparation and submittals shall comply with the Customer's industrial waste and sewer ordinances and the EPA's general pretreatment regulations for existing and new Sources. Records of inspections, applications and permits shall be maintained as required by the EPA under 40 CFR § 403.12.

#### C. INDUSTRIAL USER SAMPLING SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user sampling services within the parameters listed on Attachment A and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all sample collection and preservation, and maintain chain-of-custody records in accordance with the approved procedures set forth in EPA Manual SW-846, EPA Manual EPA-600/4-79-020, and EPA Manual EPA-600/4-82-029. Samples shall be properly collected, preserved and delivered by the Authority to the Authority's laboratory located at 6500 West Singleton Boulevard, Dallas, Texas 75212. When feasible, the Authority will conduct flow or time composite sampling. When composite sampling is not feasible, grab sampling will be performed.

#### D. ANALYTICAL SERVICES

Customer employs the Authority and the Authority agrees to perform analytical services within the parameters listed on Attachment A.

Customer shall collect and deliver samples to the Authority's laboratory for analysis. Samples shall be properly collected and preserved in accordance with applicable sections of the

Federal Water Pollution Control Administration's "*A Practical Guide to Water Quality Studies of Streams*", EPA manual "*Methods for Chemical Analysis for Water and Wastes*" and the latest edition of "*Standard Methods for the Examination of Water and Wastewater*". Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. A chain-of-custody procedure shall be maintained in both the field and laboratory in accordance with procedures established by the Customer. Customer shall furnish all applicable chains-of-custody to the Authority.

The Authority will perform all analyses according to the approved procedures set forth in the current edition of "*Standard Methods for the Examination of Water and Wastewater*" or the latest edition of the EPA Manual's "*Methods for Chemical Analysis of Water and Wastes*". Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. Samples shall be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept of the Authority's quality assurance program and made available to Customer upon request. Unusual interferences and problems shall be reported to Customer at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken by mutual agreement when practical. The chain-of-custody sheet submitted with each sample shall designate the particular analysis or analyses to be made of each submitted sample. The Authority shall operate the laboratory in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in procedures should such be discovered.

Laboratory personnel shall be directed, upon 72 hours advanced written notice from the Customer, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by Customer. Travel and per diem expenses for court appearances hereunder shall be in accordance with Texas law.

Customer may deliver to the Authority samples for analyses separate and apart from those samples collected by the Authority. When Customer delivers samples to the Authority for analyses, Customer shall indicate the nature and extent of the analysis it desires to be conducted. Authority shall not be responsible for the manner of collection or chain-of-custody in matters entirely outside Authority's control. Authority shall receive, log and perform such sample analyses in accordance with the chain-of-custody procedures identified under "Transfer of Custody and Storage" in Attachment B, attached hereto.

Samples analyzed to maintain the Authority's laboratory normal quality assurance program will be charged to Customer at the same rate as submitted samples.

## ARTICLE II

### CALCULATION OF REIMBURSABLE COSTS

The basis for calculating reimbursable costs shall be as stated in the Regulatory Services Fee Schedule, attached hereto as Attachment A, which may be revised and updated annually by the Authority. Any revisions shall be incorporated by reference herein. A cost analysis shall be prepared and approved each year by the Authority prior to the effective date of said revision. Expenditures by the Authority of funds paid to it under this Agreement shall be subject to required state and federal audit procedures and state and federal auditor accepted practices. The Authority shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. Financial records must include all applicable documents substantiating cost that support the entries in the account records. The Authority must keep these records readily available for examination for a period of three years after the close of the last expenditure.

## ARTICLE III

### COMPENSATION

The total amount charged by the Authority to Customer shall not exceed \$ 40,000.00 per annum during the Agreement Term, unless mutually agreed to by the Parties.

## ARTICLE IV

### PAYMENT FOR SERVICES

The Authority shall bill Customer monthly for services performed. Charges for these services shall be based on the Regulatory Services Fee Schedule, attached hereto as Attachment A. Customer shall pay monthly invoices within 30 days of receipt.

## ARTICLE V

### ENTIRE AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

## ARTICLE VI

### TERMINATION

Either Party may terminate this Agreement by giving the other Party 30 days' written notice to their authorized address as noted above. Upon delivery of such notice by either Party to the other and before expiration of the 30-day period, the Authority will proceed to cancel all

existing orders, contracts and obligations chargeable to this Agreement. After notice of termination is given, the Authority shall furnish Customer an invoice for all work performed under this Agreement. Customer shall pay the Authority for all work performed less any prior payments. Copies of all completed or partially completed reports, documents and studies prepared under this Agreement shall be delivered by the Authority to Customer in the event this Agreement is terminated prior to completion of the prescribed work.

## ARTICLE VII

### AGREEMENT TERM

This Agreement shall become effective on October 24, 2022 and terminate on September 30, 2024

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original, as of the date first written above.

City of Mansfield  
(Customer)

**TRINITY RIVER AUTHORITY OF TEXAS**  
(Authority)

\_\_\_\_\_  
NAME:  
Title:

\_\_\_\_\_  
J. KEVIN WARD, General Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
HOWARD S. SLOBODIN, Secretary  
Board of Directors

(SEAL)

(SEAL)

APPROVED AS TO FORM AND  
LEGALITY:

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
NAME:  
Title:

\_\_\_\_\_  
HOWARD S. SLOBODIN  
General Counsel

# **Attachment A**

## **REGULATORY SERVICES FEE SCHEDULE**

**FOR**

**LABORATORY ANALYSES,**

**INDUSTRIAL INSPECTIONS**

**AND**

**INDUSTRIAL SAMPLING**

**FISCAL YEAR 2023**

**December 1, 2022 through November 30, 2023**

**NELAP CERTIFICATE T104704287-10-TX**



## CHEMICAL ANALYSES

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### Liquid Samples

Alkalinity:		Phosphorus:	
Total (*) (**)	\$13.00	Ortho (*)	\$15.25
		Total (*)	\$20.00
Biochemical Oxygen Demand:		Solids Testing (Gravimetric):	
5-Day (*)	\$25.00	Total (TS)	\$16.85
5-Day Carbonaceous (*)	\$30.00	Total Dissolved (TDS) (*)	\$32.00
5-Day Filtered (Dissolved)	\$54.00	Total Suspended (TSS) (*)	\$25.20
7-Day	\$50.00	Volatile Suspended (VSS) (*)	\$8.50
Extra Dilution (Each)	\$2.50	(after TSS)	
		Percent Solids, Total and Volatile	\$20.25
Chlorophyll "a"	\$25.80	Sulfate (*)	\$17.80
Chlorophyll "a" and Pheophytin	\$35.80	Turbidity (*) (**)	\$11.50
Chemical Oxygen Demand (*)	\$20.00	UV254	\$18.00
Chloride (*)	\$17.80	Mercury (*) (**)	\$20.00
Conductance, Specific (*) (**)	\$11.50		
Cyanide:			
Total (*)	\$45.00		
Amenable to Chlorination (*)	\$56.00		
Fluoride, Total (**)	\$17.80	Metals (EPA 200.8) (*) (**) (***):	\$15.00 ea.
Glycols	\$23.00		
Hardness (*) (**)	\$28.00	Aluminum	Lead
Nitrogen:		Arsenic	Manganese
Ammonia (*)	\$20.00	Antimony	Molybdenum
Ammonia by Distillation (*)	\$30.00	Barium	Nickel
Kjeldahl, Total (*)	\$29.25	Beryllium	Selenium
Nitrate (*)	\$17.80	Boron	Silver
Nitrite (*)	\$17.80	Cadmium	Thallium
Total	\$40.00	Chromium	Tin
		Cobalt	Titanium
		Copper	Vanadium
Oil and Grease (*)	\$75.00	Iron	Zinc
Organic Carbon:		Minerals (*):	\$15.00 ea.
Dissolved	\$23.00		
Total (*) (**)	\$14.50	Calcium	
pH (*)	\$13.50	Magnesium	

### Solid Samples

Ammonia (***)	\$30.00
Chemical Oxygen Demand	\$35.00
Nitrogen, Kjeldahl, Total	\$40.40
Phosphorus, Total (***)	\$20.00
pH (***)	\$22.00
Mercury (***)	\$20.00
Metals Preparation	\$41.00

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

## **MICROBIOLOGICAL ANALYSES**

### **Drinking Water:**

Total Coliform (MMO/MUG) (**)	\$20.00
Heterotrophic Plate Count	\$22.00

### **Wastewater:**

Coliform, Fecal (Membrane Filter (*))	\$20.00
Coliform, Fecal (MPN (***))	\$73.50
Coliform, Total (MPN-Q Tray)	\$21.20
E. Coli (MPN-Q Tray) (*)	\$21.20
Streptococcus, Fecal (Membrane. Filter) (*)	\$20.60

## **TRACE ORGANIC (GC-GC/MS) ANALYSES**

EPA 624 (*):	
3-Day (unpreserved)	\$125.00
BTEX (only)	\$125.00
Trip Blanks	\$125.00
Geosmin/MIB	\$97.00

EPA 625 (*):	
Total Semi-Volatiles	\$205.00
Semi-Volatile Trip Blank	\$205.00

### **Pesticides/PCB**

EPA 608 (*):	
Full List	\$332.00
Chlorinated Pesticides (only)	\$216.00
PCB (aqueous)	\$216.00
PCB Solid - EPA 8082:	\$162.00

## **BY QUOTE**

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

## **ENVIRONMENTAL SERVICES**

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

## **SAMPLING**

Composite Sample	\$ 250.00
Additional Composite Sample	\$ 124.00
Grab Sample	\$ 98.00
Additional Grab Sample	\$ 28.00
pH only	\$ 98.00
Field pH	\$ 30.00
Field Measurement	\$ 52.00
Sampling Event Cost for a Failed Sample	\$ 130.00
Industry Split Sample	\$ 31.00
Boat Fee	\$ 120.00
QA/QC Fee	\$ 25.00

## **ENVIRONMENTAL SERVICES ASSISTANCE**

Inspection (permitted users)	\$ 850.00
Inspection (unpermitted users)	\$ 90.00
Permit Preparation (4yr permit)	\$2,190.00
Field Surveillance Event	\$1,100.00
Industrial User Survey Fee	<i>see below</i>

### **Industrial User Survey Fee Formula:**

(No. of Survey Entities<sup>1</sup> X \$4.50) + (No. of identified industrial users<sup>2</sup> X \$19.50)

Formula Footnotes:

<sup>1</sup> Users from the Texas Manufactures Guide List for Contracting Party's jurisdiction.

<sup>2</sup> Users that require further manufacturing process and discharge classification

## **ENVIRONMENTAL SERVICES INCLUDE**

- Grab Sampling
- Installation of Automatic Composite Samplers
- Field Testing Available
- Proper Field QA/QC
- Industry Split Sampling
- Sample Preservation
- Chain of Custody Monitoring/Tracking
- 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  
\*\*\* Solids

## **GENERAL SERVICE INFORMATION**

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1. Effective Date: December 1, 2022. 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," 20<sup>th</sup> Edition, 1998 or most recently approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3<sup>rd</sup> Edition of Solid Waste Manual SW 846."
3. Prices include the cost to maintain the normal quality assurance program.
4. Standard turn-around time is generally **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. A customer requiring RUSH turn-around time (samples 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 to inquire at the time of submission for an estimated turn-around time.
5. The Laboratory will follow instructions as stated on Chain-of-Custody instructions submitted by contracting parties. 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 at a reasonable charge upon request. 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 for an analyses request form.
9. Monthly invoices for completed analyses are mailed during the following month.
10. Laboratory Services hours are Monday through Friday 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples, use the number below.
11. Environmental Services office hours are Monday through Friday, 7:00 a.m. to 4:00 p.m. For after-hour emergencies, leave a message with the computer operator or use the contact number below.
12. Environmental Services must 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**

<b>JOSEPH K. FIELDING</b>	<b>Manager, Regulatory Services and Compliance</b>	<b>214-499-8930</b>
<b>CRAIG HARVEY</b>	<b>Laboratory Services Division Chief</b>	<b>972-975-4331</b>
<b>NATALIE TAYLOR</b>	<b>Manager, Environmental Services</b>	<b>972-975-4322</b>

<b>JENNIFER I. MOORE</b>	<b>Senior Manager, Operations and Compliance</b>
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NELAP Accreditation  
\*Non-Potable Water  
\*\*Drinking Water  
\*\*\* Solids

## **ATTACHMENT B**

### **CHAIN-OF-CUSTODY PROCEDURES**

#### Sample Collection and Shipment

1. All samples should be handled by the minimum possible number of persons.
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 of collection. Sample containers must be appropriate for requested testing with legible labels and appropriate preservation. 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 ensure that all necessary information is correctly and legibly entered onto the form. A black ballpoint pen with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. The Authority laboratory technician receiving the sample will check the 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 their alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, times sampled, dates sampled, analyses requested and chain-of-custody comments.
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 laboratory.
4. Samples shall be kept in the sample storage security area at all times when not actively 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 retained as a permanent record of the laboratory.

The original chain-of-custody and a sample evaluation/variance record shall be furnished by the laboratory to the appropriate Customer control point as part of the final data report.