

**AGREEMENT FOR DELIVERY OF WATER**  
**(ILVNPS Rate Schedule)**

THIS AGREEMENT is entered into as of \_\_\_\_\_, \_\_, 2021 (“Effective Date”) between TRUCKEE MEADOWS WATER AUTHORITY, a Joint Powers Authority (“Authority”) and CITY OF SPARKS (“Customer”), hereinafter sometimes referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

- A. Authority is a public purveyor of water service within Reno and Sparks, Nevada, and areas of Washoe County.
- B. Customer desires to receive water service from Authority under Authority’s Interruptible Large Volume Non-Potable Service (ILVNPS) Rate Schedule for temporary instream flow purposes so that Customer is authorized to deliver reclaimed water from the Truckee Meadows Wastewater Reclamation Facility to a development in Sparks at the rates set forth on the attached Exhibit A.
- C. Authority is willing to provide Customer and Customer agrees to accept service under the ILVNPS Rate Schedule for the Authorized Use (as described below) on the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. Service to Customer and Authorized Use. Authority agrees to allocate a sufficient volume of Truckee River water rights during the Term of this Agreement to equal the monthly reclaimed water deliveries on Exhibit A. Customer acknowledges and agrees that Authority will charge Customer for the full volume of water rights required to yield the amounts set forth on Exhibit A. The acre-feet of instream flow are to be used as a substitute for the return flow component of Customer’s reclaimed water deliveries to the 5 Ridges development as shown on Exhibit A. Authority shall manage the instream flow requirements of the reclaimed water deliveries with the Federal Water Master to ensure they are allocated to the return flow component of the reclaimed water deliveries to the 5 Ridges development. Customer acknowledges Authority is providing sufficient water rights to satisfy the return flow requirements of the reclaimed water deliveries set forth on Exhibit A only and is not required to allocate any additional water rights to satisfy Customer’s total return flow obligations, whether related to the 5 Ridges development or other reclaimed water deliveries. Customer must indemnify and hold harmless Authority for any diversion of reclaimed water to the 5 Ridges development in excess of the deliveries shown on Exhibit A. The ILVNPS Service shall be subject to all terms and conditions of service set forth in the Authority’s ILVNPS Rate Schedule, as such may be amended from time to time, the terms and conditions of which are incorporated herein by reference.

2. Water Resources Supporting Service. Authority agrees that Customer shall not be required to dedicate water resources to Authority to support the ILVNPS Service. The Customer shall have no right, title or interest (including beneficial interest) in the Authority’s water resources used to support the ILVNPS Service, it being acknowledged and agreed that Authority’s use of the Authority’s water resources is an accommodation only. Authority shall have sole discretion in identifying the Authority’s water resources used to support the ILVNPS Service, and Authority may use one or more sources or substitute from time to time sources of supply in its sole and absolute discretion.

3. Rate of Diversion and Delivery Schedule. Authority shall make water available to Customer under the ILVNPS Service in the amount set forth in the monthly schedule attached hereto as Exhibit "A" (the "Delivery Schedule"). Customer may request to modify the Delivery Schedule up to two (2) times by providing written notice to Authority no later than ten (10) calendar days prior to the first day of the month in which the Schedule is sought to be modified.

4. Billing. Authority shall bill Customer under the ILVNPS Rate Schedule monthly in advance based on the total volume of water rights required to yield the instream flow amount to be provided each month as described in the Delivery Schedule.

5. Term and Termination. This Agreement will be effective from the Effective Date and shall automatically terminate on the earlier to occur of: 1) one year from the Effective Date; 2) Customer's delivery to Authority of written notice terminating the Agreement, which termination may occur at any time with or without cause; or 3) concurrently with any termination of delivery of water in accordance with Authority Rule 3 (as such may be amended from time to time). On termination, Customer shall have no further right to receive service under the ILVNPS Rate Schedule. If a material breach of this Agreement is committed by Customer and is not cured by Customer within five days (or if such breach cannot be cured within five days, Customer does not immediately commence such cure within five days and continuously pursue such cure thereafter) after receipt by Customer of written notice from Authority specifying the breach and requesting such be remedied, Authority may, in addition to any other remedies available at law or equity, refuse to provide water to Customer under this Agreement until such breach is cured.

6. Conditions of Water Service. The ILVNPS Service shall be and remain in all respects subject to the applicable Rate Schedules and the Rules of the Authority, and any lawful amendments and supplements thereto, all of which are incorporated into and made a part of this Agreement. In the event of any inconsistency between this Agreement and the Rate Schedules or Rules, the Rate Schedules or Rules shall govern.

7. Indemnification. Customer will hold harmless, protect, indemnify and defend, at Authority's option, Authority, its officers, employees and agents from and against any and all claims, liabilities, losses, damages, actions, causes of action (in law or equity), demands, liens, expenses and charges, including attorneys' fees and expenses, of any kind or nature whatsoever, arising from (i) Customer's delivery of, or failure to deliver, reclaimed water to the 5 Ridges development; (ii) any breach of this Agreement by Customer; and (iii) any error, negligence, act or omission of Customer. Customer assumes full responsibility for all acts of Customer and Customer's contractor(s), employees, agents or representatives in connection with work performed or material furnished under, in connection with, or contemplated by this Agreement. This provision shall survive any termination of this Agreement.

8. Notices. All notices and communications, except those specified in the paragraph below, shall be in writing and sent prepaid mail to the addresses stated below, or at such other addresses as may hereafter be designated in writing:

Authority: Truckee Meadows Water Authority  
P.O. Box 30013  
Reno, Nevada 89520  
Attn: Director, Natural Resources

With a copy by email to: Bill Hauck at bhauck@tmwa.com

Customer: City of Sparks, Community Services  
Attn: Public Works Director

With a copy by email to: kporter@cityofsparks.us

Notices with respect to curtailment or restoration of water service, or with respect to force majeure, shall be sufficient if given by Authority in writing, or by facsimile or orally in person or by telephone to the person or persons designated from time to time by the customer as authorized to receive such notices.

9. Miscellaneous.

9.1. Successors and Assigns. This Agreement may not be assigned without the express prior written consent, in its sole discretion, of the Authority.

9.2 Amendment. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

The Parties have executed this Agreement by their duly authorized officials on the date indicated below.

<p><u>Authority:</u></p> <p>By: _____ Mark Foree</p> <p>Its: General Manager</p> <p>Dated: _____</p>	<p><u>Customer:</u></p> <p>By _____</p> <p>Its:</p> <p>Dated: _____</p>
---	--

**Exhibit A – Delivery Schedule**

<i>Delivery Month</i>	<i>Acre-Feet</i>
January	28
February	84
March	93
April	90
May	93
June	90
July	93
August	93
September	90
October	93
November	90
December	93