

Agreement on Management of Water Quality Settlement Agreement and 1.E.4. Water Rights between Reno, Sparks and Washoe County

This Agreement is entered into this ____ day of _____, 2019 by and between Washoe County, a political subdivision of the State of Nevada (“Washoe”), the City of Reno, a municipal corporation (“Reno”), and the City of Sparks, a municipal corporation (“Sparks”), collectively referred to herein as the “Parties.”

WHEREAS, the Parties are public agencies as defined in NRS 277.100(1)(a); and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency entering into the contract is authorized to perform; and

WHEREAS, the Parties have acquired 3952.08 acre feet of 1.E.4 water and 3177.99 acre feet of Water Quality Settlement Agreement (WQSA) water; and

WHEREAS, the Local Government Oversight Committee (LGOC) consisting of one member each from Reno, Sparks and Washoe was delegated the authority to acquire the water rights pursuant to the WQSA; and

WHEREAS, the Interlocal Agreement Regarding the Purchase of Water Rights Pursuant to the Truckee River Water Quality Settlement Agreement (Interlocal Agreement) that created the LGOC provides, “This Agreement remains in full force until ... the date on which all of each of the Parties obligations hereunder have been fully discharged.”; and

WHEREAS, the Parties have discharged all obligations created by the Interlocal Agreement; thus, ending the obligations in the Interlocal Agreement and ceasing the duties of the LGOC; and

WHEREAS, the WQSA and 1.E.4 of TROA require Reno, Sparks and Washoe to manage their water, which includes storage, and to schedule releases in priority to meet water quality standards in the river from the Vista gauge to Pyramid Lake; to improve water quality in the river from the Vista to Pyramid Lake when sufficient water is not available to meet water quality standards; to maintain aquatic and riparian habitat in the river downstream of Derby Dam; and to promote aesthetic and recreational purposes through the Reno/Sparks area and continuing to Pyramid Lake; and

WHEREAS, the WQSA water is jointly owned by Reno, Sparks and Washoe and a portion of the 1.E.4. Water is jointly owned by Reno, Sparks and Washoe; regardless, all the water is to be managed in the same manner.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

MANAGEMENT OF WATER

1. An oversight committee, consisting of three individuals with technical expertise, one each to be appointed by the Reno City Manager, the Sparks City Manager and the Washoe County Manager respectively, is hereby created and authorized to manage the water pursuant to the WQSA, 1.E.4. of TROA and the storage contract with Bureau of Reclamation and, if needed, pay any associated costs for the purpose of management and storage of the water. The Parties, either jointly or separately, may engage an outside entity to assist in the administration of the water rights.

2. The oversight committee will meet as needed and at least two times per year at the location to be determined by the Parties.

3. At the first meeting of the year and every other year thereafter, the members will elect a chairperson to serve a two (2) year term until the election of the successor or until the cessation of his or her membership on the committee, whichever is earlier. The chair position will rotate among the Parties every two (2) years. Vacancies of the chairperson occurring between regular elections may be filled by the Committee electing a chairperson to serve until the next regular election. The chair will preside at all meetings. If the chairperson is absent from a meeting, a chair pro-tem will be elected to serve for the meeting.

4. A two-thirds (2/3's) vote constitutes a majority by the oversight committee for action and/or recommendations.

5. Each entity, at their discretion, may have their respective legal representatives at the meetings.

MISCELLANEOUS PROVISIONS

6. This Agreement is binding upon and inures to the benefit of the Parties and their successors.

7. This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

8. 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.

9. This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

10. 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 (by personal delivery to an officer or authorized representative or a corporate party) or, if 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 Washoe: Director
Community Services Department
1001 E. 9th Street
P.O. Box 11130
Reno, Nevada 89520-0027

To Reno: Director of Public Works
City of Reno
1 East First Street, 7th Floor
Reno, Nevada 89501

To Sparks: City Engineer
City of Sparks
431 Prater Way
Sparks, Nevada 89431

11. The Parties will not waive and intends to assert available NRS Chapter 41 liability limitations. Contract liability of the Parties shall not be subject to punitive damages.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date and year first above written.

CITY OF RENO

Dated this ___ day of _____, 2019

By _____

Hillary L. Schieve, Mayor

ATTEST:

Ashley D. Turney, Reno City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

WASHOE COUNTY

Dated this ___ day of _____, 2019

By _____

**Vaughn Hartung, Chair
Board of County Commissioners**

APPROVED AS TO FORM:

Paul Lipparelli, Chief Deputy District Attorney

CITY OF SPARKS

Dated this ___ day if _____, 2019

By _____

Ronald E. Smith, Mayor

ATTEST:

Lisa Hunderman, Sparks City Clerk

APPROVED AS TO FORM:

Chet Adams, City Attorney

ATTEST:

Nancy Parent, County Clerk