

AGENDA
LOCAL GOVERNMENT OVERSIGHT COMMITTEE
CITY OF RENO – CITY HALL 1 East First Street, 3rd Floor Conference Room
Reno, Nevada
April 14, 2016 1:30 PM

Posting: This agenda is posted Sparks City Hall, 431 Prater Way, Sparks Legislative Bldg., 745 4th Street, Washoe Co. Admin. Complex, 9th & Wells, Reno City Hall, One East First Street, and this notice is also posted at www.washoecounty.us/water/lgoc.htm, www.ci.sparks.nv.us, www.reno.gov and per NRS 232.2176 and 241.020 a link to this agenda has been posted to the State of Nevada website <https://notice.nv.gov/>. To obtain further documentation regarding posting, please contact Janet Stout at 353-2300.

Support Materials: The designated contact to request support materials is Janet Stout, 431 Prater Way, Sparks, Nevada, 353-2300. Support materials are also available at the scheduled meeting.

Order of Agenda: Section titles on this agenda are for convenience and reference purposes and are not intended to define, govern, limit, modify or in any manner affect the titles of the items listed for consideration by the Committee. A time listed next to a specific agenda item indicates that the specific item will not be heard before that time – it does not indicate the time schedule of any other item. Items on the agenda may be removed, postponed, taken out of order and the Committee may combine two or more agenda items for consideration.

Accommodations: We are pleased to make reasonable accommodations for members of the public who are disabled and wish to attend meetings. If you require special arrangements for this meeting, please contact please contact Janet Stout at 353-2300 prior to the date of the meeting.

1. CALL TO ORDER.
2. ROLL CALL.
3. PUBLIC COMMENT – This item is for either public comment on any action item or for general public comment and is limited to no more than **three (3) minutes** for each commentator.
4. APPROVAL OF AGENDA (For Possible Action).
5. REVIEW AND DISCUSSION OF DRAFT STORAGE CONTRACT WITH POSSIBLE DIRECTION THEREON AND/OR RECOMMENDATION FOR APPROVAL TO THE GOVERNING BODIES OF THE CITIES OF RENO AND SPARKS AND WASHOE COUNTY (For Possible Action).
6. PUBLIC COMMENT – This is for general public comment limited to items that do not appear on the agenda and is limited to no more than **three (3) minutes** for each commentator. Pursuant to NRS 241.020, no action may be taken upon a matter raised under this item until the matter has been specifically included on an agenda.
7. ADJOURNMENT (For Possible Action).

**Mid-Pacific Region
Sacramento, Calif.**

MP-16-068

Media Contact: Shane Hunt, 916-978-5100, shunt@usbr.gov

For Release On: March 30, 2016

Reclamation Announces Negotiations for Reno-area Water Storage Contracts

CARSON CITY, Nev. - The Bureau of Reclamation will conduct negotiations for a storage contract with the cities of Reno and Sparks and with Washoe County, Nevada. Under Title II of Public Law 101-618, Section 205(b)(1), Reclamation is authorized to enter into contracts for the use of space in Truckee River reservoirs. Contracts must be consistent with the terms and conditions defined in the Truckee River Operating Agreement.

The negotiations will be held:

Reno, Nevada
Thursday, April 14, 1:30 p.m.
Reno City Hall
3rd Floor Conference Room
1 East 1st St.

If negotiations are not completed, the need for additional negotiations will be determined during this session. The public is welcome to observe the negotiations and may make comments once they are completed. For further information, please contact Rena Ballew, Lahontan Basin Area Office, Carson City, at 775-884-8342 (TTY 800-877-8339) or rballew@usbr.gov.

###

Reclamation is the largest wholesale water supplier and the second largest producer of hydroelectric power in the United States, with operations and facilities in the 17 Western States. Its facilities also provide substantial flood control, recreation, and fish and wildlife benefits. Visit our website at <http://www.usbr.gov>.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Lahontan Basin Area Office

CONTRACT FOR STORAGE OF NON-PROJECT WATER
AMONG THE UNITED STATES, WASHOE COUNTY WATER CONSERVATION
DISTRICT, CITY OF RENO, CITY OF SPARKS, AND
COUNTY OF WASHOE

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1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 Lahontan Basin Area Office

5 CONTRACT FOR STORAGE OF NON-PROJECT WATER
6 AMONG THE UNITED STATES, WASHOE COUNTY WATER CONSERVATION
7 DISTRICT, CITY OF RENO, CITY OF SPARKS, AND
8 COUNTY OF WASHOE

9 THIS CONTRACT, made this _____ day of _____, 2015, pursuant
10 to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary
11 thereto, and the Truckee-Carson-Pyramid Lake Water Rights Settlement Act of 1990 (Public
12 Law 101-618; Act of November 16, 1990; 104 Stat. 3307) (Settlement Act), among the
13 UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by
14 the officer executing the Contract, hereinafter referred to as the Contracting Officer; Washoe
15 County Water Conservation District, hereinafter referred to as Conservation District; CITY OF
16 RENO, hereinafter referred to as Reno; CITY OF SPARKS, hereinafter referred to as Sparks;
17 and, COUNTY OF WASHOE, hereinafter referred to as Washoe County; Reno, Sparks, and
18 Washoe County sometimes hereinafter collectively referred to as Contractors;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 WHEREAS, the United States and the Contractors are **Signatory Parties** to the operating
22 agreement, authorized and negotiated pursuant to Section 205(a) of the Settlement Act, entitled
23 “Truckee River Operating Agreement,” dated September 6, 2008, hereinafter referred to as
24 TROA; and

25 WHEREAS, the United States is the owner of the **Truckee River Reservoirs**; and

26 WHEREAS, this Contract is intended to satisfy the provisions of Section 7.A.2(b), 7.E.3,
27 and 7.E.4 of TROA.

28 NOW, THEREFORE, in consideration of the covenants herein contained, the parties
29 agree as follows:

30 DEFINITIONS

31 1. For purposes of this Contract, words which appear in bold face and with the first
32 letter capitalized have the same definition as used in the TROA. Terms used in this Contract
33 which are not defined in TROA or in this Contract shall have their ordinary meaning.

34 (a) "Contracting Officer" means the Secretary's duly authorized
35 representative acting pursuant to this Contract or applicable Federal Reclamation law or
36 regulation;

37 (b) "Year" shall mean the period January 1 through December 31.

38 TERM OF CONTRACT

39 2. (a) This Contract shall become effective when TROA first enters into effect
40 and shall remain in effect for 40 years thereafter, which term shall include any period of time
41 TROA goes out of effect. This Contract shall be renewable for additional 40-year periods, as
42 further provided in Article 2(b), as long as TROA is in effect.

43 (b) The renewal of this Contract shall be under terms and conditions
44 consistent with Federal and state law; Provided, That the storage charge provided in Article 6 of
45 this Contract shall be renegotiated as required by Section 7.A.2(b)(2)(ii) of TROA; Provided
46 further, that if TROA or the Water Quality Settlement Agreement dated October 10, 1996, is
47 revised to provide for a storage charge this Contract shall be renegotiated.

48 (c) Except as provided in Article 2(b) of this Contract, this Contract shall
49 automatically terminate if TROA is no longer in effect, except that any payment obligation of the
50 Contractors that is outstanding at the time of termination shall survive such termination, and any
51 water of the Contractors in storage shall be treated in accordance with Section 12.B of TROA.

52 PROVISIONS OF TRUCKEE RIVER OPERATING AGREEMENT CONTROLLING

53 3. This Contract is intended to be consistent with TROA, and shall be construed
54 accordingly. In the event of a conflict between the provisions of this Contract and the provisions

55 of TROA, the provisions of TROA shall control and, if necessary, this Contract shall be amended
56 accordingly.

57 STORAGE OF WATER QUALITY CREDIT WATER

58 4. (a) Contractors may store **Water Quality Credit Water** in the **Truckee**
59 **River Reservoirs** in accordance with TROA and Section 5(e) of the Water Quality Settlement
60 Agreement. Pursuant to Article 5(e) of the Water Quality Settlement Agreement, storage of
61 **Water Quality Credit Water** may occur to the extent that the United States determines that
62 space is available for that purpose in the **Truckee River Reservoirs**.

63 (b) The parties agree storage of **Water Quality Credit Water** in the **Truckee**
64 **River Reservoirs** pursuant to Section 7(d) of the Water Quality Settlement Agreement is not
65 included in this Contract. It is acknowledged by all parties, should the Contractors desire to store
66 **Water Quality Credit Water** pursuant to Section 7(d) of the Water Quality Settlement
67 Agreement, an additional storage contract shall be negotiated for that purpose.

68 SCHEDULES

69 5. Within ten business days after this Contract first enters into effect, and at least
70 30-days prior to each Year for the term of this Contract, the Contractors shall submit an initial
71 schedule to the Contracting Officer showing the annual quantities of **Water Quality Credit**
72 **Water**, which is identified under the **Truckee River Water Quality Settlement Agreement**
73 and this Contract, to be stored in the **Truckee River Reservoirs** during the upcoming Year. Any
74 revision(s) of the initial schedule shall be submitted by the Contractors to the Contracting Officer
75 as soon as practicable. The initial schedule, and any revision(s) thereof, shall be in a form
76 acceptable to the Contracting Officer.

77 PAYMENT FOR STORAGE

78 6. Consistent with TROA and the Water Quality Settlement Agreement, payment by
79 the Contractors for the storage of **Water Quality Credit Water** in the **Truckee River**

80 **Reservoirs** under this Contract shall be at the rate of \$0.00 per acre-foot per Year. All storage of
81 **Water Quality Credit Water** is at no cost; Provided, should TROA or the Water Quality
82 Settlement Agreement be amended to provide for payment, this Contract shall be amended.

83 COMPENSATION TO CONSERVATION DISTRICT

84 7. Compensation to the Conservation District for operation and maintenance of Boca
85 Dam and Reservoir with respect to this Contract, shall be calculated and paid as an expense of
86 administration of TROA in accordance with the provisions of Section 7.A.2(b)(3) of TROA and
87 not under this Contract. Nothing in this Contract is intended to change any obligations of any
88 **Person**, including Reno, Sparks or Washoe County, with respect to payments to Conservation
89 District in connection with assessments or fees levied under authority other than TROA.

90 CONTRACT ADMINISTRATION COSTS

91 8. (a) The Contractors shall advance sufficient funds annually to the
92 United States, and shall advance sufficient funds at such other times as may be determined by the
93 Contracting Officer to be needed to maintain sufficient funds, to cover all reimbursable costs
94 associated with the United States administration of this Contract, including appropriate share of
95 indirect costs.

96 (b) Reimbursable costs will include, but are not necessarily limited to:
97 (1) United States costs incurred during the performance reviews and audits for the Contract
98 renewal; (2) development and review of Reno's, Sparks', or the Washoe County's conservation
99 plan; (3) resolution of disputes under this Contract; (4) attendance at meetings regarding this
100 Contract; (5) general Contract administration; (6) National Environmental Policy Act and other
101 environmental compliance costs or an applicable portion thereof; (7) those costs incurred in
102 response to a specific request from Reno, Sparks or the Washoe County; and (8) other costs
103 directly related to the administration of this Contract.

104 (c) Within ten business days after the day that TROA enters into effect, and
105 thirty days prior to the first day of each subsequent Year for the term of this Contract, the

106 Contracting Officer shall provide the Contractors with a budget showing the reimbursable costs
107 anticipated to be incurred by the United States for the upcoming Year. The Contractors shall pay
108 the anticipated reimbursable costs to the United States within said thirty days.

109 (d) The Contracting Officer shall notify the Contractors any time during the
110 year when it becomes apparent that the United States anticipated reimbursable costs will exceed
111 the anticipated budgeted amount. The Contractors shall pay the additional anticipated
112 reimbursable costs to the United States within 30-days of receipt of the notice. If the additional
113 monies are disputed, the dispute resolution procedure shall apply; Provided, That the Contractors
114 still be required to pay the anticipated reimbursable costs to the United States within said
115 30-days subject to adjustment based on the outcome of the dispute resolution.

116 (e) Payments received by the United States during a previous Year, and which
117 are determined by the Contracting Office to be in excess of the amount applicable under
118 Article 8 of this Contract, shall first be applied to any current liabilities of the Contractor arising
119 out of Article 8 of the Contract then due and payable. After that, any amount of such
120 overpayment shall be credited against amounts to become due to the United States by the
121 Contractors under Article 8 of this Contract. With respect to overpayment, such crediting shall
122 constitute the sole remedy of the Contractors or anyone having or claiming to have a right under
123 this Contract.

124 (f) Nothing in Article 8 of this Contract is intended to require, and Article 8
125 of this Contract shall not be construed as requiring the Contractors to reimburse the United States
126 for any cost or expense the United States is obligated to pay under the provisions of TROA.

127 WATER CONSERVATION

128 9. Contractors shall comply with the provisions of that certain Agreement, dated
129 July 18, 1996, by and among the Pyramid Tribe, Sierra Pacific Power Company, the Cities of
130 Reno and Sparks, and the Washoe County and any amendments thereto in satisfaction of the
131 water conservation contingency section 29(e) of the Preliminary Settlement Agreement as

132 Modified by the Ratification Agreement (Exhibit 1 of the Settlement Act). The United States
133 shall review that Agreement from time to time.

134 UNITED STATES NOT LIABLE

135 10. There may occur at times during any year a shortage in available storage space,
136 depending on hydrology, demand, and Reno, Sparks, or Washoe County’s water management
137 decisions. If there is a shortage of storage space because of errors in physical operations of the
138 facility, other physical causes beyond the reasonable control of the Contracting Officer, or
139 actions taken by the Contracting Officer to meet current and future legal obligations, then no
140 liability shall accrue against the United States or any of its officers, agents, or employees for any
141 damage, direct or indirect arising therefrom.

142 RESOLUTION OF DISPUTES

143 11. (a) Should any dispute arise concerning any of the provisions of this Contract,
144 or the parties’ rights and obligations thereunder, other than disputes regarding the storage of
145 water as provided in TROA, the parties to this Contract shall meet and confer within thirty days
146 of providing written notice of the dispute to the other party. If the parties have not resolved the
147 dispute within ninety days after such notice, or such other period as mutually agreed to, the
148 Contractors may commence any legal action, and the Contracting Officer may refer any matter to
149 the Department of Justice; Provided, That the party shall provide to the other party thirty days
150 written notice of the intent to take such action; Provided, further, That such notice and meet and
151 confer process shall not be required where a delay in commencing an action would prejudice the
152 interests of the party that intends to file suit.

153 (b) Should any dispute arise concerning the storage of **Water Quality Credit**
154 **Water** under TROA, the dispute shall be referred to the TROA dispute resolution process, in
155 accordance with Section 2.B. of TROA. If the dispute involves a shortage of space in the
156 United States’ **Truckee River Reservoirs** resulting from causes or actions referred to in

157 Article 10 of this Contract, the liability of the United States shall be limited as provided in that
158 Article 10.

159 CHARGES FOR DELINQUENT PAYMENTS

160 12. (a) The Contractors shall be subject to interest, administrative, and penalty
161 charges on delinquent payments. If a payment is not received by the due date, the Contractors
162 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
163 beyond the due date. If a payment becomes 60 days delinquent, the Contractors shall pay, in
164 addition to the interest charge, an administrative charge to cover additional costs of billing and
165 processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractors
166 shall pay, in addition to the interest and administrative charges, a penalty charge for each day the
167 payment is delinquent beyond the due date, based on the remaining balance of the payment due
168 at the rate of 6 percent per year. The Contractors shall also pay any fees incurred for debt
169 collection services associated with a delinquent payment.

170 (b) The interest rate charged shall be the greater of either the rate prescribed
171 quarterly in the Federal Register by the Department of the Treasury for application to overdue
172 payments, or the interest rate of 0.5 percent per month. The interest rate charged will be
173 determined as of the due date and remain fixed for the duration of the delinquent period.

174 (c) When a partial payment on a delinquent account is received, the amount
175 received shall be applied first to the penalty charges, second to the administrative charges, third
176 to the accrued interest, and finally to the overdue payment.

177 CONFIRMATION OF CONTRACT

178 13. Promptly after the execution of this contract, Reno, Sparks, and Washoe County
179 shall provide evidence to the Contracting Officer that, pursuant to the laws of the State of
180 Nevada, Reno, Sparks, and Washoe County are legally constituted entity(ies) and the Contract is
181 lawful, valid, and binding on Reno, Sparks, and Washoe County. This Contract shall not be
182 binding on the United States until such evidence has been provided to the Contracting Officer's
183 satisfaction.

184 NOTICES

185 14. Any notice, demand, or request authorized or required by this Contract shall be
186 deemed to have been given, on behalf of Contractors, when mailed, postage prepaid, or delivered
187 to the Regional Director, Mid-Pacific Region, Bureau of Reclamation, 2800 Cottage Way,
188 Sacramento, California 95825 and on behalf of the United States, when mailed, postage prepaid,
189 or delivered to the City of Reno, John Flansberg, Director of Public Works, 1 East First Street,
190 Reno, Nevada 89501, City of Sparks, Neil C. Krutz, Community Services Director, 431 Prater
191 Way, Sparks Nevada 89431, and the Washoe County, Dave Solaro, 1001 East Ninth Street,
192 Reno, Nevada 89519. The designation of the addressee or the address may be changed by notice
193 given in the same manner as provided in this article for other notices.

194

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

195 15. The expenditure or advance of any money or the performance of any obligation of
196 the United States under this Contract shall be contingent upon appropriation or allotment of
197 funds. Absence of appropriation or allotment of funds shall not relieve the Contractors from any
198 obligations under this Contract. No liability shall accrue to the United States in case funds are
199 not appropriated or allotted.

200

OFFICIALS NOT TO BENEFIT

201 16. No Member of or Delegate to the Congress, Resident Commissioner, or official of
202 the Contractors shall benefit from this Contract other than as a water user or landowner in the
203 same manner as other water users or landowners.

204

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

205 17. The provisions of this Contract shall apply to and bind the successors and assigns
206 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
207 by either party shall be valid until approved in writing by the other party.

208

BOOKS, RECORDS, AND REPORTS

209 18. The Contractors shall establish and maintain accounts and other books and
210 records pertaining to administration of the terms and conditions of this contract, including the
211 Contractor's financial transactions; water supply data; project operation, maintenance, and
212 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
213 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting
214 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
215 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws
216 and regulations, each party to this Contract shall have the right during office hours to examine
217 and make copies of the other party's books and records relating to matters covered by this
218 Contract.

219

EQUAL EMPLOYMENT OPPORTUNITY

220 19. During the performance of this contract, the Contractor agrees as follows:

221 (1) The Contractors will not discriminate against any employee or applicant
222 for employment because of race, color, religion, sex, disability, or national origin. The
223 Contractors will take affirmative action to ensure that applicants are employed, and that
224 employees are treated during employment, without regard to their race, color, religion, sex,
225 disability, or national origin. Such action shall include, but not be limited to the following:
226 employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or
227 termination; rates of pay or other forms of compensation; and selection for training, including
228 apprenticeship. The Contractors agree to post in conspicuous places, available to employees and

229 applicants for employment, notices to be provided by the Contracting Officer setting forth the
230 provisions of this nondiscrimination clause.

231 (2) The Contractors will, in all solicitations or advertisements for employees
232 placed by or on behalf of the Contractors, state that all qualified applicants will receive
233 consideration for employment without regard to race, color, religion, sex, disability, or national
234 origin.

235 (3) The Contractors will send to each labor union or representative of workers
236 with which it has a collective bargaining agreement or other contract or understanding, a notice,
237 to be provided by the Contracting Officer, advising the labor union or workers' representative of
238 the Contractor's commitments under section 202 of Executive Order 11246 of September 24,
239 1965 (EO 11246), and shall post copies of the notice in conspicuous places available to
240 employees and applicants for employment.

241 (4) The Contractors will comply with all provisions of EO 11246, and of the
242 rules, regulations, and relevant orders of the Secretary of Labor.

243 (5) The Contractors will furnish all information and reports required by EO
244 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,
245 and will permit access to his books, records, and accounts by the Contracting Agency and the
246 Secretary of Labor for purposes of investigation to ascertain compliance with such rules,
247 regulations, and orders.

248 (6) In the event of the Contractor's noncompliance with the nondiscrimination
249 clauses of this contract or with any of such rules, regulations, or orders, this contract may be
250 canceled, terminated or suspended in whole or in part and the Contractors may be declared
251 ineligible for further Government contracts in accordance with procedures authorized in EO
252 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246
253 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

254 (7) The Contractors will include the provisions of paragraphs (1) through (7) in
255 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
256 Secretary of Labor issued pursuant to section 204 of EO 11246, so that such provisions will be
257 binding upon each subcontractor or vendor. The Contractors will take such action with respect
258 to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of
259 enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in
260 the event the Contractors become involved in, or is threatened with, litigation with a
261 subcontractor or vendor as a result of such direction, the Contractors may request that the United
262 States enter into such litigation to protect the interests of the United States.

263 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

264 20. (a) The Contractors shall comply with Title VI of the Civil Rights Act of
265 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112,
266 Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-
267 135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990

268 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), Title III of the Americans with Disabilities Act of
269 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),] and any other applicable civil rights laws,
270 and with the applicable implementing regulations and any guidelines imposed by the U.S.
271 Department of the Interior and/or Bureau of Reclamation.

272 (b) These statutes prohibit any person in the United States from being
273 excluded from participation in, being denied the benefits of, or being otherwise subjected to
274 discrimination under any program or activity receiving financial assistance from the Bureau of
275 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
276 contract, the Contractors agree to immediately take any measures necessary to implement this
277 obligation, including permitting officials of the United States to inspect premises, programs, and
278 documents.

279 (c) The Contractors make this agreement in consideration of and for the
280 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
281 Federal financial assistance extended after the date hereof to the Contractors by the Bureau of
282 Reclamation, including installment payments after such date on account of arrangements for
283 Federal financial assistance which were approved before such date. The Contractors recognizes
284 and agrees that such Federal assistance will be extended in reliance on the representations and
285 agreements made in this article and that the United States reserves the right to seek judicial
286 enforcement thereof.

287 (d) Complaints of discrimination against the Contractors shall be investigated
288 by the Contracting Officer's Office of Civil Rights.

289 CERTIFICATION OF NONSEGREGATED FACILITIES

290 21. The Contractors hereby certifies that it does not maintain or provide for its
291 employees any segregated facilities at any of its establishments and that it does not permit its
292 employees to perform their services at any location under its control where segregated facilities
293 are maintained. It certifies further that it will not maintain or provide for its employees any
294 segregated facilities at any of its establishments and that it will not permit its employees to
295 perform their services at any location under its control where segregated facilities are
296 maintained. The Contractors agree that a breach of this certification is a violation of the Equal
297 Employment Opportunity clause in this contract. As used in this certification, the term
298 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
299 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
300 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
301 facilities provided for employees which are segregated by explicit directive or are in fact
302 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
303 disability, or otherwise. The Contractor further agrees that (except where it has obtained
304 identical certifications from proposed subcontractors for specific time periods) it will obtain
305 identical certifications from proposed subcontractors prior to the award of subcontracts
306 exceeding \$10,000 which are not exempt from the provisions of the Equal Employment
307 Opportunity clause; that it will retain such certifications in its files; and that it will forward the

308 following notice to such proposed subcontractors (except where the proposed subcontractors
309 have submitted identical certifications for specific time periods):

310 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
311 REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED
312 FACILITIES

313 A Certification of Nonsegregated Facilities must be submitted prior to the
314 award of a subcontract exceeding \$10,000 which is not exempt from the
315 provisions of the Equal Employment Opportunity clause. The certification may
316 be submitted either for each subcontract or for all subcontracts during a period
317 (i.e., quarterly, semiannually, or annually). Note: The penalty for making false
318 statements in offers is prescribed in 18 U.S.C. § 1001.

319 MEDIUM FOR TRANSMITTING PAYMENTS

320 22. (a) All payments from the Contractor to the United States under this contract
321 shall be by the medium requested by the United States on or before the date payment is due. The
322 required method of payment may include checks, wire transfers, or other types of payment
323 specified by the United States.

324 (b) Upon execution of the contract, the Contractor shall furnish the
325 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
326 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
327 out of the Contractor's relationship with the United States.

328 CONTRACT DRAFTING CONSIDERATIONS

329 24. All double spaced articles of this Contract have been drafted, negotiated, and
330 reviewed by the parties hereto, each of whom is sophisticated in the matters to which this
331 Contract pertains, and no one party shall be considered to have drafted the stated articles.

332 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
333 the day and year first written above.

334 UNITED STATES OF AMERICA
335 By: _____
336 Regional Director, Mid-Pacific Region
337 Bureau of Reclamation

338 WASHOE COUNTY WATER
339 CONSERVATION DISTRICT
340 By: _____
341 Don Casazza
342 President, Board of Directors

343 Attest:
344 By: _____
345 Secretary
346

347 CITY OF RENO
348 By: _____
349 Hillary L. Schieve
350 Mayor

351 Attest: Approved as to Form:
352 By: _____ By: _____
353 Ashley D. Turney, City Clerk Susan Ball Rothe, Deputy City Attorney

354 CITY OF SPARKS
355 By: _____
356 Geno Martini
357 Mayor

358 Attest:
359 By: _____ By: _____
360 Teresa Gardner, City Clerk Chet Adams, City Attorney
361

362

COUNTY OF WASHOE

363

364

365

By: _____

Marsha Berkgigler
Chairman

366 Attest:

Approved as to Form:

367

368

369

By: _____

Nancy Parent, County Clerk

By: _____

Paul Lipparelli, Chief Deputy District
Attorney