



STAFF REPORT

TO: Chairman and Board Members
THRU: Mark Foree, General Manager
FROM: Pat Nielson Manager, Distribution Maintenance & Generation
DATE: November 4, 2014
SUBJECT: Presentation of Report on Fire Hydrant Maintenance

BACKGROUND

The Truckee Meadows as a whole has about 15,000 public and private fire hydrants located in the valley. TMWA does not own, operate or repair any municipal hydrants independently, only under contract or agreement. Each agency is responsible for the operation and maintenance of their respective hydrants and has their own procedure outlining frequency and type of inspection/maintenance to be performed. The agencies may perform these activities themselves as staffing allows or contract out some of the repairs as needed. The following is a summary of what each agency is doing as requested by the TMWA Board.

City Of Reno

There are approximately 8,000 fire hydrants within the City of Reno and they are maintained by the Reno Fire Department (RFD). This includes both public and private hydrants. The hydrants are on a two year maintenance rotation, with hydrants north of the Truckee River being worked one year and hydrants south of the river worked the following year. Fire Station crews operate and flow hydrants within their areas of emergency response throughout the year. If the flow is less than anticipated, the hydrant condition is reported to a Fire Inspector. Other conditions such as difficult or inoperable hydrant foot valves, nozzle cap problems, non-draining barrels, and painting requirements are also reported. The Fire Inspector responds to these reports in one of two ways: repairs that can be performed from above ground are performed by the Fire Inspector or assigned personnel, and below ground repairs or hydrant replacements are performed by a RFD contractor under an annual contract administered by the Fire Inspector.

City Of Sparks

There are approximately 2,575 public fire hydrants and 600 private fire hydrants within the City of Sparks. The Truckee Meadows Water Authority (TMWA) services and maintains the public hydrants that are in the TMWA service area within the City of Sparks. An Interlocal Agreement (copy attached) was entered in March of 2007 between the City of Sparks and TMWA outlining the terms and conditions of these maintenance activities. Each hydrant is operated and serviced on a two year rotation. Hydrants are inspected, operated, serviced, painted and any above ground deficiencies are typically remedied by TMWA personnel. If a hydrant is found to be inoperable or below ground repairs are required, a notification is made to the Fire Chief in charge of hydrants and it is noted in TMWA's work order system. The City may then contract with TMWA or a private contractor for these repairs or hydrant replacements. TMWA provides the City of Sparks Fire Department with quarterly status reports of all hydrants serviced and additionally this report satisfies the City of Sparks and ISO (Insurance Services Office) reporting requirements.

Truckee Meadows Fire Protection District (TMFPD)

There are approximately 3,167 public and private hydrants in the response area for TMFPD. TMFPD currently has 6 employees trained to maintain fire hydrants and one dedicated truck equipped to perform hydrant maintenance. Each hydrant is inspected and serviced every year. Any deficiencies are reported to Captain Solaro at which time he determines the jurisdiction of the water agency. If the hydrant is located in the Truckee Meadows Water Authority, Sun Valley General Improvement District or another agency service area, TMFPD is responsible for all repairs above and below ground. The above ground repairs are usually performed by TMFPD personnel and the below ground repairs are typically contracted out. The hydrants located in the Washoe County Department of Water Resources (WCDWR) service area are repaired by WCDWR staff. If a replacement is required, TMFPD provides the new fire hydrant assemblies and WCDWR staff provides the labor to install. A memorandum of understanding (MOU) between TMFPD and WCDWR for hydrant maintenance and repair dated March 25, 1998 is attached. With the completion of the merger, TMWA will assume the duties that are currently WCDWR's responsibility per the MOU.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPARKS
AND THE TRUCKEE MEADOWS WATER AUTHORITY
REGARDING CITY OWNED FIRE HYDRANTS

This Interlocal Agreement is made and entered into this 19th day of March, 2007, by and between the City of Sparks, a Nevada Municipal Corporation (hereinafter "Sparks" or "City") and the Truckee Meadows Water Authority (hereinafter "Authority" or "TMWA"), a joint powers authority created under N.R.S. 277, pursuant to a Cooperative Agreement among the County of Washoe and the Cities of Reno and Sparks, Nevada (together the "Parties").

Recitals

- A. WHEREAS, NRS 277.180 provides that public agencies may contract with other public agencies to perform any governmental service, activity or undertaking which any of these public agencies entering into the contract is authorized by law to perform, including but not limited to the testing, maintenance, repair, and mapping of city owned fire hydrants.
- B. WHEREAS, the Truckee Meadows Water Authority was created by a cooperative agreement among Washoe County and the cities of Reno and Sparks for the purpose of acquiring the Water operations of Sierra Pacific Power Company; TMWA completed this acquisition in June 2001 and has been operating since then as the major water purveyor in the Truckee Meadows;
- C. WHEREAS, Sparks is currently responsible for the testing, maintenance, repairs, and mapping of City-owned fire hydrants;
- D. WHEREAS, on April 12, 2004, Sparks and TMWA entered into an agreement for the grant of rights of way in which Sparks granted TMWA a right of access for its facilities on Sparks public roads and provided for effective cooperation between the parties.
- E. WHEREAS, the Parties recognize that TMWA can provide certain maintenance and repair services for City-owned hydrants within TMWA's retail service territory (hereinafter "Hydrants") in connection with maintenance of its water distribution facilities, that TMWA's assumption of such responsibilities will be mutually beneficial to the Parties, and that TMWA will benefit from the direct control of certain Hydrant maintenance activities such as flow testing, main flushing and valve maintenance;

NOW, THEREFORE, in consideration of the foregoing recitals, which are fully incorporated into this agreement by this reference, the parties mutually agrees as follows,

ARTICLE 1. Term, Effective Date.

1.1 The Term of this Agreement shall be five years following the Effective Date, and this Agreement shall automatically renew for successive five year terms unless, prior to ninety days following the expiration of the current term, either Party has notified the other of its intention to

terminate pursuant to Article 8 and 9 and provided that the Agreement is not subject to termination pursuant to Article 9.

1.2 This Agreement shall be Effective on the date last approved by both governing boards of the Parties.

ARTICLE 2. Implementation Schedule and Ordinances

2.1 No later than sixty days following the Effective Date, TMWA and Sparks shall each designate one or more responsible representatives to coordinate activities required under this Agreement (the Implementation Working Group). No later than sixty days following its establishment, the Implementation Working Group shall meet and confer to develop a schedule for the completion of certain tasks necessary for the full implementation of the maintenance program contemplated by this Agreement (the "Implementation Schedule"), including but not limited to the mapping program described in Article 4 and the amendment or enactment of ordinances as necessary for the implementation of the maintenance program. The Parties agree that except pursuant to the Implementation Schedule and this Agreement, TMWA shall have no responsibility for the Hydrants. The Implementation Working Group shall continue to meet at least semi-annually to coordinate activities required under this Agreement.

2.2 In connection with the development of the Implementation Schedule, Sparks agrees to examine its ordinances and fire code and to consider revising such ordinances and code to the extent necessary to facilitate the implementation of this Agreement, and to facilitate the orderly maintenance of Hydrants, including color-coding of private hydrants, removal of obstructions from Hydrants, and similar measures. Sparks acknowledges that to the extent TMWA is unable to perform any of its obligations under this Agreement because of Sparks' failure to enact or enforce its ordinances, TMWA shall be excused from such performance.

ARTICLE 3. Ownership and Use of Hydrants; fire hydrants that are not subject to this Agreement

3.1 Sparks shall retain ownership of the Hydrants, including the main tee, valve and lateral piping associated with each Hydrant (collectively "Hydrant Facilities"). Privately owned fire hydrants are not subject to this Agreement and nothing in this Agreement shall be construed as imposing any responsibility on TMWA for the inspection or maintenance of privately owned hydrants. City-owned hydrants located outside of TMWA's retail service territory are not subject to this Agreement and nothing in this Agreement shall be construed as imposing any responsibility on TMWA for inspection or maintenance of City-owned hydrants located outside of TMWA's retail service territory.

3.2 Sparks' rights to use the Hydrants for training and for emergency fire suppression shall be unaffected by this Agreement; however, Sparks agrees to provide notice to TMWA of planned training exercises involving the use of the Hydrants that will require water flows in excess of 5000 gallons total volume at least 24 hours prior to such exercises, and agrees to reschedule such exercises upon TMWA's reasonable request. In addition, Sparks agrees to

notify TMWA of any emergency requiring the use of Hydrants as soon as practicable during the emergency. Sparks's use of water from the Hydrants for training and fire suppression shall be at no cost to Sparks.

ARTICLE 4. Identification and Mapping of Hydrants

4.1 Sparks shall be responsible for the identification of all Hydrants. By a date determined under the Implementation Schedule, Sparks shall provide TMWA with a GIS database in a format specified by TMWA of all Hydrants. Sparks shall be responsible for verifying and maintaining such Hydrant data.

4.2 By dates determined under the Implementation Schedule, TMWA and Sparks will cooperatively complete the GIS database which will include all Hydrants, their respective shut off valves, streets, addresses and GPS derived locations. Sparks shall be responsible for verifying the accuracy of the database and for providing TMWA with updates as they become available.

ARTICLE 5. Inspection and Maintenance Program:

5.1 Maintenance Program Effective Date. Beginning on a date determined under the Implementation Schedule (the "Maintenance Program Effective Date"), the Parties agree that the responsibility for the performance of inspection, maintenance, major repairs and replacements of Hydrants shall be allocated between Sparks and TMWA as set forth in this Article 5. Sparks acknowledges that due to training requirements and staffing constraints, the Maintenance Program Effective Date shall be a date no earlier than July 1, 2007.

5.2 Acceptance Testing of Newly Installed Hydrants. TMWA shall be responsible for the initial acceptance testing of Hydrants, including sanitizing mains, connecting to water service, verification of position of valves serving the hydrant, flushing the main, and performing flow tests and confirmation of distribution system performance as necessary. Upon completion of initial acceptance by TMWA, TMWA shall notify the Sparks Fire Department in writing via fax or email to the assigned Sparks Fire designee within five business days. Sparks shall then be responsible for conducting final acceptance testing, including checking of discharge threads, verifying proper orientation of the discharges, and removal of cap chains. No later than five business days following final acceptance of a Hydrant, Sparks shall notify TMWA in writing via fax or email that the Hydrant is in service. Such notice shall conform to the requirements established by the Implementation Working Group. TMWA shall have no responsibility for the maintenance of any newly installed Hydrant prior to its receipt of such notice. Nothing in this Agreement is intended to relieve a subdivision developer of any of its responsibilities with respect to Hydrant installation and testing.

5.3. Routine Inspection and Maintenance Program.

5.3.1. Beginning on the Maintenance Program Effective Date, TMWA shall assume responsibility for the routine inspection and maintenance of Hydrants accepted by the Fire Department. Except as otherwise agreed by the Parties in writing, Hydrants shall be maintained

in accordance with American Water Works Association (“AWWA”) Manual M17, *Installation, Field Testing, and Maintenance of Hydrants*. Minimum inspection requirements are set forth in Schedule A, attached hereto and incorporated by reference herein. The Parties agree that the requirements set forth in Schedule A may be modified from time to time by mutual consent.

5.3.2. “Routine” maintenance, as contemplated by this section means the maintenance activities set forth in Schedule A. Maintenance which is not routine shall be governed by section 5.4.

5.3.3. TMWA agrees to assume all costs of such routine inspection and maintenance to the extent of ensuring each Hydrant is inspected at a minimum of once every two years. TMWA agrees to schedule inspections to ensure that approximately half of the hydrant inventory is inspected and tested annually. In the event Sparks desires more frequent inspections, Sparks may request performance of additional inspections by TMWA and unless otherwise agreed by TMWA, Sparks shall bear the cost of such additional inspections; however, Sparks acknowledges that staffing constraints may prevent TMWA from conducting additional inspections. In the event TMWA, in the course of its scheduled inspections, detects conditions associated with a Hydrant that may cause the Hydrant to malfunction, TMWA agrees to notify Sparks of such conditions within 24 hours of the inspection. Such notice shall be sufficient if made by telephone to the Sparks Battalion Chief, Shift Commander, or as otherwise agreed by the Implementation Working Group. TMWA shall have no duty, obligation or responsibility for inspections except as specifically set forth in this Agreement and shall have no duty, obligation or responsibility to ensure that Sparks takes any action with respect to recommended repairs and replacements.

5.3.4. Sparks grants and conveys to TMWA a right of entry upon its property including any easements it holds across property of third parties for the purpose of accomplishing all work anticipated under this agreement. Sparks waives any fees and penalties for any street cuts or excavations associated with Hydrant inspection, maintenance, and repair conducted by TMWA pursuant to this agreement. TMWA agrees to conduct street cuts and/or excavation work under a no-fee permit. Sparks and TMWA shall cooperate and coordinate street patching to ensure appropriate quality assurance. Sparks shall retain responsibility for inspection and maintenance of street repairs.

5.4 Major Repairs and Replacement.

5.4.1. Except in connection with routine maintenance, any repair, replacement of parts or Hydrants will be at Sparks’ cost and Sparks’ direction. In the event Sparks desires TMWA to undertake such major repair or replacement, it shall do so by procuring a work order from TMWA, and shall supply parts and replacement Hydrants at its expense and shall compensate TMWA under such work order on a time and materials basis. Sparks shall retain sole discretion over procuring contracts for the major repair and replacement of Hydrants and shall be responsible for prioritizing such repairs.

5.5 Flow Tests

5.5.1 The Parties acknowledge that each of them has separate goals with respect to the conduct of flow tests on portions of the water distribution system. The Parties agree that each shall continue to conduct separate flow tests as required to meet their respective purposes, and that such flow tests shall be performed in accordance with AWWA Manual M17, *Installation, Field Testing, and Maintenance of Hydrants*.

5.5.2 Sparks agrees to notify TMWA prior to conducting any flow test involving a portion of the TMWA distribution system, and agrees to reschedule such test upon the reasonable request of TMWA.

5.5.3. The Parties agree to share the results of flow tests, and upon completion of any flow test, a Party will transmit all data obtained from such test to the other party within fifteen business days, including at a minimum, flowrates, date test performed, static pressure prior to test, and residual pressure during test.

5.5.4. The Parties agree to coordinate their respective flow-testing programs to the extent necessary to ensure that all portions of the water distribution system within Sparks are flow-tested at least once every ten years, for portions of Sparks not covered by hydraulic modeling.

ARTICLE 6. Records

6.1 Sparks shall have the primary responsibility for the maintenance of “Master Records” of Hydrants, which shall at a minimum contain the information set forth in Schedule B. Sparks shall also be responsible for the maintenance of records of major maintenance and replacement which records will also be provided to TMWA no less frequently than twice a year, in a format compatible with TMWA’s records.

6.2 TMWA agrees to maintain records of “Routine Inspection and Maintenance” for the life of each Hydrant, subject to Article 9, which at a minimum contain the information set forth in Schedule B. TMWA agrees to provide Sparks such records on an ongoing basis, no less frequently than twice a year.

ARTICLE 7. Liason/Coordination

7.1 The Water Authority and Fire Departments shall each designate a responsible party to coordinate activities associated with the Hydrant Maintenance Program. The responsible parties shall meet at least quarterly.

ARTICLE 8. Notices.

All communications required under this Agreement shall be directed to the following:

City of Sparks (Contact)

Emergency: Sparks Dispatch 775-353-2231

Non-Emergency: Battalion Chief, Shift Commander 775-353-2258

Written Communications: Sparks City Clerk
P.O. Box 857
Sparks, NV 89432-857

TMWA (Contact)

Emergency: Glendale Plant 775-834-8140, Chalk Bluff Plant 775-834-8273

Non-Emergency: Patric Nielson, Manager, Distribution/Gen. 775-834-8034

Written Communications: Patric Nielson
P.O. Box 30013
Reno, NV 89520-3013

ARTICLE 9. Termination.

9.1 This Agreement may be terminated only;

- a) by providing notice of intention not to renew pursuant to Article 1, or
- b) by the mutual consent of the Parties, or

c) for declared default or breach as follows: A default or breach may be declared with or without termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows: (i) If either Party fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or (ii) If either Party materially breaches any material duty under this Agreement and any such breach impairs the other Party’s ability to perform; provided however, that termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Article 8, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

9.2 Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this paragraph survive termination:

(a). The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement;

(b). TMWA shall satisfactorily complete work in progress if so requested by Sparks;

(c). TMWA shall promptly deliver to Sparks all records in its possession required to be maintained by it under this Agreement.

ARTICLE 10. MUTUAL INDEMNITIES AND LIMITATIONS.

10.1 To the fullest extent permitted by law, each Party shall indemnify, hold harmless and defend the other Party from and against any and all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising in whole or in part out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees and agents, excepting any liability arising out of the negligence or willful acts or omissions of the indemnified Party.

10.2 Notwithstanding the foregoing, neither Party waives available NRS chapter 41 liability limitations and other liability limitations available at law in all cases.

10.3 The Parties acknowledge that their respective abilities to perform the obligations under this Agreement is subject to the requirements of NRS Chapter 354 as applicable.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1 Further Assurances. The parties shall execute and deliver such further documents, agreements, instruments and notices and shall take such other actions as may be necessary or appropriate to effectuate the intent and purpose of this Agreement.

11.2 Assignment; Binding Effect. This Agreement shall not be assigned without the written approval of the governing boards of the Parties.

11.3 Waiver. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

11.4 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. This Agreement may not be amended, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived,

except by a written instrument executed by the party against which such amendment is to be charged.

11.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

11.6 Headings. The headings which appear at the commencement of each section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the section itself, the section itself and not the heading shall control as to construction.

11.7 Incorporation of Exhibits. Each recital and every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

11.8 Force Majeure. No party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, third party or governmental challenges or lawsuits, government regulations, refusal or delay by a governmental entity to issue any needed permit despite Provider's best efforts to get it, strikes, work stoppages, labor unrest, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions.

11.9 Retention of Records. Except as provided herein, all records pertaining to work carried out under this Agreement shall be retained for a period of not less than ten (10) years and in accordance with the Nevada Public Records Act, NRS 239.010, et. seq. All such material shall be available to the other party and their respective auditors at any reasonable time and upon reasonable notice for purposes of auditing, inspecting and copying.

11.10 Survival. The representations, warranties, indemnities and waivers set forth in this Agreement, and provisions relating to payments and record retention, shall survive the termination, for any reason whatsoever, of the Agreement.

11.11 Time of the Essence. Time is of the essence in this Agreement.

11.12 No Third-Party Rights. Except for the parties indemnified pursuant to Article 10, the parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries. The only parties who may enforce this Agreement and any of the rights under this Agreement are the parties hereto.

11.13 Legal Relations. No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

11.14 Severability. If any section, paragraph, sentence or clause of this Agreement or any Work Order executed pursuant hereto is declared by a court of competent jurisdiction to be

unenforceable or void by reason of public policy or otherwise, then the remaining provisions of such agreement shall nonetheless remain in force to the fullest extent permitted by law.

11.15 Dispute Resolution. Any dispute under this Agreement shall be submitted first to informal dispute resolution, and if the dispute remains unresolved, shall be resolved pursuant to the procedures of the Uniform Arbitration Act, NRS Chapter 38.206 et seq.

IN WITNESS WHEREOF, the parties hereto have duly executed this Interlocal Agreement as of the Effective Date first written above.

CITY OF SPARKS
A political subdivision of the
State of Nevada

TRUCKEE MEADOWS WATER AUTHORITY

By: Geno R. Martini
Geno Martini
Mayor

By: Lori Williams
Lori Williams
General Manager

Attest:
By: Deborine Dolan
Deborine Dolan
Sparks City Clerk



Approved as to Form:

By: Chester H. Adams
Chester H. Adams
Sparks City Attorney

SCHEDULE ARoutine Inspection and Maintenance Requirements

1. Remove obstructions that hinder access or obstruct hydrants from view. (code violations to be reported to the Fire Departments within 3 days. The Fire Departments will enforce code violations.)
2. Pressure test hydrant with system pressure (static)
3. Flush drain outlet
4. Flush hydrant (not a flow test)
5. Check for proper hydrant drainage
6. Check main line valve for leakage (hydrant valve)
7. Remove and clean all caps
8. Check oil levels & fill as needed
9. Exercise auxiliary valve (street valve)
10. Clean and/or paint hydrant if needed.
11. Tag hydrant if unusable with "Out of Service" hydrant ring.
12. Complete field inspection report

SCHEDULE B

Records

Master Record (Sparks)

- Hydrant number
- GPS coordinate
- Location by street/cross street or address
- Date installed/accepted by Fire Department
- Make/Model number
- Number and size of nozzles
- Lateral lead
- Street main size
- Date of flow test
- Flow test results (see below)
- Name of person who accepted hydrant
- Valve location

Routine Inspection and Maintenance (TMWA)

- Hydrant number
- Date inspected
- Verification of inspection/Maintenance tasks performed
- Comments/Notes
- Identification of deficiencies
- Name of inspector

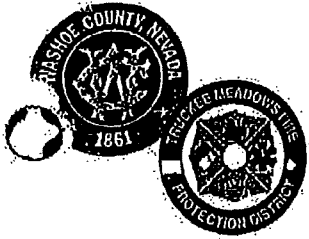
Major Maintenance/Replacement (Sparks)

- Hydrant number
- Date service required
- Description of service required
- Date service performed
- Description of service performed
- Comments/Notes
- Name of person responsible for work

Flow Tests (Sparks/TMWA)

- Flow hydrant number(s)
- Residual hydrant number
- Date test performed
- Static pressure prior to test
- Residual pressure during test

Send cc/ Pat N. Gwoff



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

1001 East Ninth Street • Reno, Nevada 89512 • Telephone (702) 328-3650 • Fax (702) 328-3655

March 25, 1998

Mr. Jess Coffman
Chief of Utility Operations
Washoe County Department of Water Resources
4930 Energy Way
Reno, Nevada 89520

Re: Agreement relative to fire hydrant maintenance, testing, repair and/or replacement.

This letter is intended to formalize the relationship between Washoe County Utility Services Division and the Truckee Meadows Fire Protection District, in regards to post-construction maintenance, testing, repair and/or replacement of fire hydrants within the Truckee Meadows Fire Protection District.

Per our conversation, each agency will be generally responsible for the following:


1. The Fire District will continue to provide services for the maintenance, testing, repair and/or replacement of existing fire hydrants. For the sake of this agreement, the fire hydrant shall be defined as the hydrant appliance and underground piping to the street valve, but not including the street valve.
2. The Utility Services Division will continue to provide services for the maintenance and repair of underground piping from the street valve outward towards the water supply.
3. The Utility Services Division will repair all concrete and asphalt that is disturbed as the result of repair or replacement work. As necessary, the Utility Services Division will supply appropriate equipment to conduct digging or trenching for the purpose of fire hydrant repair or replacement at no cost to the Fire District.
4. The Fire District will make available new fire hydrant assemblies, for use within the Truckee Meadows Fire Protection District, at no cost to the Utility Services Division.

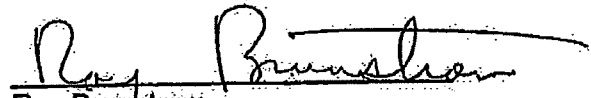
- 5. The Fire District will make available new fire hydrant assemblies, for use by the Utility Services Division outside of the Truckee Meadows Fire Protection District. Reimbursement costs for the new fire hydrant assemblies shall be born by the Utility Services Division.
- 6. In cases of urgency, the Fire District will provide services and supplies to the Utility Services Division for fire hydrant needs outside of the Truckee Meadows Fire Protection District. The Utility Services Division shall reimburse all associated costs of labor and materials to the Fire District.

Any services or costs associated with fire hydrant maintenance, testing, repair and/or replacement, that are not addressed within this Agreement shall be referred to the Truckee Meadows Fire Chief and the Washoe County Chief of Utility Operations for approval prior to commencement of work.

NOTE: The Truckee Meadows Fire Protection District has a long term policy interest in transferring the full responsibility for fire protection water supply services to the water purveyors that serve citizen customers. As this is a goal that requires significant attention by various factions of government and private interests, this letter Agreement is intended to stand as protocol until revoked by the signature parties herein.

Signed on 3 DEC 1988


 Jess Coffman
 Chief of Utility Operations
 Washoe County USD


 Ray Brunstrom
 Fire Chief
 Truckee Meadows FPD