



**TO:** Chairman and Board Members  
**THRU:** Mark Foree, General Manager  
**FROM:** Pat Nielson, Distribution Maintenance & Generation Manager  
**DATE:** January 4, 2016  
**SUBJECT:** **Discussion and Action on the Interlocal Agreement between the City of Reno and the Truckee Meadows Water Authority for Fire Hydrant Maintenance**

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### **Recommendation**

Staff recommends the Board approve the attached Interlocal Agreement between the City of Reno and Truckee Meadows Water Authority (TMWA) for fire hydrant maintenance (Attachment #1).

### **Background**

Currently TMWA provides the maintenance and minor repairs for the City of Sparks public fire hydrants per a 2007 Interlocal Agreement. The City of Reno and Truckee Meadows Fire District currently provide their own maintenance with limited fire department staff.

TMWA's Board of Directors had previously requested a report on fire hydrant maintenance and what the impacts of the impending merger between TMWA and Washoe County Department of Water Resources (WCDWR) may have on fire hydrant maintenance activities. This report was provided to the Board at their November 19, 2014 meeting. Minutes of that meeting are provided in Attachment #2.

At that time the Board commented that they would like to see uniformity for all the agencies and Member Jung commented that it was logical for TMWA to take on the maintenance for all three entities. Chairman Martini requested that TMWA staff complete the process for the City of Reno agreement and bring it back to the board for review. Member Jardon added that she would initiate work on an agreement at the City of Reno.

## **Discussion**

TMWA staff began conversations with Chief Michael Hernandez in December of 2014 to move forward with the review of the current City of Sparks fire hydrant maintenance agreement, including any modifications and changes that might be needed for implementation with the City of Reno. Division Chief Baker and TMWA staff reviewed the processes and equipment requirements to ensure that the current process utilized for the City of Sparks would be adequate to meet the needs of the City of Reno.

TMWA staff and Interim Chief Cochran have worked together for the last four months to complete a draft of the agreement. This draft has been reviewed by legal staff of both agencies. The draft agreement is attached (Attachment #1) for Board review and approval. The agreement is identical to the agreement with the City of Sparks with the only modifications being in verbiage to section 5.3.4, specifically on right of entry, street cut permits, and fees for repairs (Attachment #4).

Upon implementation of this agreement, main flushing activities in the City of Reno will be controlled by TMWA staff, improving the integrity of the water distribution system and controlling water discharge.

## **Fiscal Impact**

The approval of this agreement will require additional crew positions and the purchase of equipment and vehicles (see attachment #3). Note that the estimated capital cost to TMWA is approximately \$400,000 and the estimated annual cost to TMWA is approximately \$900,000 to provide services under this agreement.

## **Summary**

The approval of this agreement will:

- Move us forward in parity of services provided to the local governments.
- Provide a benefit to the public in public safety and water quality.
- Minimize/eliminate calls for dirty water issues during maintenance activities.
- Provide the City of Reno with quarterly reports on hydrant maintenance activities that meet ISO (Insurance Services Office) reporting requirements.

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

This Interlocal Agreement is made and entered by and between the City of Reno, a Nevada Municipal Corporation (hereinafter “**Reno**” 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 to city owned fire hydrants.
- B. WHEREAS, the Truckee Meadows Water Authority was created by an interlocal 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, Reno is currently responsible for the testing, maintenance, repairs, and mapping of City-owned fire hydrants;
- D. WHEREAS, the Parties recognize that TMWA can provide certain maintenance and non-capital 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 performance of such responsibilities will be mutually beneficial to the Parties, and that TMWA will benefit from the direct control of Hydrant 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 (“**Effective Date**”).

ARTICLE 2. Implementation Schedule and Ordinances

2.1 No later than sixty days following the Effective Date, the Parties 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 City’s 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, fire mains or any other appurtenant fire systems or facilities, including without limitation, no duty or obligation to inspect or conduct capital repairs, it being the express intention of the Parties that TMWA’s obligations are limited to non-capital maintenance of the Hydrants only.

2.2 In connection with the development of the Implementation Schedule, Reno agrees to examine its ordinances and fire code and to revise 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. Reno acknowledges that to the extent TMWA is unable to perform any of its obligations under this Agreement because of Reno’s failure to enact or enforce its ordinances, TMWA shall be excused from such performance.

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

3.1 Reno 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 fire 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 Reno’s rights to use the Hydrants for training and for emergency fire suppression shall be unaffected by this Agreement; however, Reno 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, Reno agrees to notify TMWA of any emergency requiring the use of Hydrants as soon as practicable during the emergency. Reno’s use of water from the Hydrants for training and fire suppression shall be at no cost to Reno.

ARTICLE 4. Identification and Mapping of Hydrants

4.1 Reno shall be responsible for the identification of all Hydrants subject to this Agreement and shall be responsible for identifying hydrants which are privately owned. By a date determined under the Implementation Schedule, Reno shall provide TMWA with an electronic database of the location of all fire hydrants located in Reno, including privately owned fire hydrants. Reno shall be responsible for verifying the accuracy of the location and designation of ownership of the fire hydrants located in its jurisdiction.

4.2 By dates determined under the Implementation Schedule, TMWA and Reno will cooperatively complete mapping of Reno's Hydrants to show streets, addresses, and Hydrant locations and complete the development of GPS locations for all Hydrants. Reno shall be responsible for verifying the accuracy of any mapping information, and for providing TMWA information necessary to update maps.

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 maintenance of Hydrants shall be allocated between Reno and TMWA as set forth in this Article 5. Reno acknowledges that due to training requirements and staffing constraints, the Maintenance Program Effective Date shall be a date no earlier than July 1, 2016.

5.2 In Service Acceptance Testing of Newly Installed Hydrants. TMWA shall conduct initial in-service acceptance testing of newly installed Hydrants, including acceptance testing of sanitizing mains, verification of connection 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 for TMWA to determine initial in-service acceptance. Upon completion of initial acceptance testing by TMWA, TMWA shall notify the Reno Fire Department in writing via fax or email to the assigned Reno Fire designee within one business days. Reno 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 testing of a Hydrant, Reno shall notify TMWA in writing via facsimile or email to the assigned TMWA designee that the Hydrant has been accepted by Reno and is in service. Such notice shall specify the service address and location coordinates of the Hydrant. TMWA shall have no responsibility for the maintenance of any newly installed Hydrant prior to TMWA's receipt of such notice of acceptance from Reno. 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 conduct routine inspection and maintenance of Hydrants accepted by the Reno 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*. TMWA’s 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 inspection and maintenance**”, as contemplated by this section 5.3 means the non-capital maintenance activities set forth in Schedule A. Maintenance which is not routine shall be governed by section 5.4.

5.3.3. TMWA shall be responsible for all costs incurred by TMWA for 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 routine inspection and maintenance to ensure that approximately half of the Hydrant inventory is inspected and tested annually. In the event Reno desires more frequent scheduling, Reno may request performance of routine inspection and maintenance on additional Hydrants by TMWA and unless otherwise agreed by TMWA, Reno shall bear the cost of such additional work; however, Reno acknowledges that staffing constraints may prevent TMWA from conducting more frequent routine inspection and maintenance. In the event TMWA, in the course of its scheduled work, detects conditions associated with a Hydrant that may cause the Hydrant to malfunction, TMWA shall notify Reno of such conditions within 24 hours of the inspection; provided, nothing in the foregoing shall impose a duty upon TMWA to inspect Hydrants for conditions that may cause the Hydrant to malfunction

5.3.4. Reno agrees to issue to TMWA a blanket encroachment permit for the purpose of accomplishing all work anticipated under Schedule A of this agreement. Reno waives any fees for Hydrant inspection, maintenance, and repair conducted by TMWA pursuant to this agreement. TMWA agrees to conduct street cuts and/or excavation work under a standard Excavation and Encroachment Permit issued through Public Works. Permit and asphalt repair fees will be the responsibility of Reno. Reno and TMWA shall cooperate and coordinate permit work to ensure appropriate quality assurance. Reno shall retain responsibility for inspection and maintenance of street repairs.

#### 5.4 Other Repairs and Replacement.

5.4.1. Except with respect to routine inspection and maintenance under Section 5.3, all other testing, inspections, repair, and replacement of Hydrants or Hydrant Facilities (“**Other Work**”) are the sole responsibility of Reno. In the event Reno desires TMWA to undertake any work other than routine inspection and maintenance, Reno shall do so by procuring a work order from TMWA, and Reno shall supply parts and replacement Hydrants at its expense and shall compensate TMWA under such work order on a time and materials basis. Reno shall retain sole discretion over procuring contracts for the Other Work and shall be responsible for prioritizing such Other Work.

#### 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 Reno 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 Reno are flow-tested at least once every ten years.

ARTICLE 6. Records

6.1 Reno shall be responsible for the maintenance of “Master Records” of Hydrants, which shall at a minimum contain the information set forth in Schedule B. Reno 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” performed by TMWA 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 Reno such records on an ongoing basis, no less frequently than twice a year, in a format compatible with Reno’s records.

ARTICLE 7. Liason/Coordination

7.1 TMWA and Reno Fire Department 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 Reno (Contact)

Emergency: Reno Dispatch

775-334-2306 or 334-2124

Non-Emergency: On Duty Battalion Chief 775-334-2308  
Operations Chief: 775-334-2326 or 233-0839

Written Communications: Reno Fire Chief  
P.O. Box 1900  
Reno, NV 89505

With a copy to: Reno City Clerk  
P.O. Box 1900  
Reno, NV 89505

TMWA (Contact)

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

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

Written Communications: TMWA Manager, Distribution & Generation  
Attn: Pat Nielson  
P.O. Box 30013  
Reno, NV 89520-3013  
[pnielson@tmwa.com](mailto:pnielson@tmwa.com)

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 Reno;

(c). TMWA shall promptly deliver to Reno 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, and TMWA does not and shall not be deemed to waive any immunity available under NRS 41.032, NRS 41.033 or NRS 41.035.

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 except by written consent of both parties, 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 after final payment is made for the work, 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.

<p>CITY OF RENO</p> <p>By: _____ Hillary Schieve, Mayor</p> <p>Dated: _____</p> <p>Attest:</p> <p>By: _____ Ashley Turner, Reno City Clerk</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Deputy City Attorney</p> <p>Dated: _____</p>	<p>TRUCKEE MEADOWS WATER AUTHORITY</p> <p>By: _____ Geno Martini, Chairman</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM:</p> <p>By: _____ Michael Pagni, Legal Counsel</p> <p>Dated: _____</p>
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SCHEDULE A

Routine Inspection and Maintenance Requirements

1. Remove obstructions that hinder access or obstruct hydrants from view (code violations to be reported to the Fire Department within 3 days. The Fire Department 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 (Reno)

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 (Reno)

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 (Reno/TMWA)

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

TRUCKEE MEADOWS WATER AUTHORITY  
MINUTES OF THE NOVEMBER 19, 2014  
MEETING OF THE BOARD OF DIRECTORS

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The Board of Directors met on Wednesday, November 19, 2014, at Sparks Council Chambers, 745 4<sup>th</sup> Street, Sparks, Nevada. Vice Chairman Cate called the meeting to order at 10:00 a.m.

1. ROLL CALL

**Members Present:** Mike Cate, Vaughn Hartung, Neoma Jardon, Kitty Jung, Geno Martini, and Julia Ratti, Alternate for the City of Sparks.

A quorum was present.

11. PRESENTATION OF REPORT ON FIRE HYDRANT MAINTENANCE

Pat Nielson, TMWA Distribution Maintenance & Generation Manager, reported on this agenda item. Mr. Nielson provided an overview of the fire hydrant maintenance program and stated that Washoe County Department of Water Resources has a Memorandum of Understanding with the Fire Authority dated 1998 that TMWA will assume with the merger and work with the County regarding repair of their underground facilities. Mr. Nielson stated that TMWA has an agreement with the City of Sparks whereby TMWA performs certain maintenance activities on the city's public fire hydrants and that hydrants are maintained on a biennial basis (every other year). He stated that currently the City of Reno maintains their own hydrants and those hydrants are also tested/serviced by them on a biennial basis.

Member Jung commented that the three methods of maintaining fire hydrants are very different between the three agencies. She inquired if TMWA customers are paying for hydrant maintenance in Sparks, but not Reno and the County. Mr. Nielson replied that is correct, it was an agreement made in 2007 in which Sparks entered into, but the other two entities have not.

Member Jung requested for this to be brought back to the Board in a future agenda item, in order to address the equity and fairness across all three entities of remuneration of funds for the services provided. Mr. Nielson agreed, and stated that the agreement with the City of Sparks was done with Board approval. However, since then Mr. Nielson stated that he has reviewed the resources required in order to maintain the City of Reno system.

Member Jung inquired if Mr. Nielson had reviewed the County figures. Mr. Nielson replied that staff has not looked into the number of County fire hydrants to be maintained at this time as the County has not requested that but TMWA can certainly work with the County on this topic. Member Jung requested staff to research whether everyone is paying equally if they are receiving the service.

Member Jardon asked how long it would take to produce the information Member Jung is requesting. Mr. Nielson replied that the resources required for the City of Reno has been analyzed, but the data for the County has yet to be collected and it will take a few months at a minimum. He reported that TMWA maintains only the public hydrants for the City of Sparks. That leaves the private hydrants for the City of Sparks to take care of, and they have recently

started a program to have all of the private hydrants inspected.

Member Jardon and Chairman Martini inquired how long it would take to gather all the information and bring it back to the Board in a future agenda item. Mr. Foree stated that it took a couple of years to contract with the City of Sparks and the City of Reno has spoken with TMWA staff on several occasions over the years, but have not confirmed this is their intent. He continued that they would expect an agreement with the City of Reno to take a fair amount of time with plenty of work yet to be completed. He commented that with the Board having supported the agreement with the City of Sparks, staff would consider the same terms for the City of Reno and County if they desire that as well.

Chairman Martini requested that TMWA staff complete the process for the City of Reno agreement and bring it back to the board for review in a future agenda item. Mr. Foree replied that they will do so and TMWA staff is willing to work with the staff at the City of Reno anytime to develop the agreement.

Member Jardon added that they will initiate it at the City of Reno.

Mr. Nielson clarified that the numbers he is speaking of addresses the upfront cost to initiate the program, but the agreement itself will take much longer to complete. Member Jardon inquired if it had to do with labor issues. Mr. Nielson replied that is correct.

Chairman Martini reiterated that members of the Board will coordinate with their respective entities to ensure everyone is on the same page regarding the maintenance of the fire hydrants in the Cities of Reno and Sparks, and Washoe County.

Member Hartung asked for clarification regarding the difference between public and private hydrants. Mr. Nielson replied that a public hydrant is typically on a public street or right-of-way whereas a private hydrant is on private property, such as an apartment complex or shopping center parking lot.

Member Hartung asked if there was any liability for TMWA to maintain the fire hydrants, if they fail. Mr. Nielson replied that there is some liability, but if it was maintained within the last year and it failed (which can happen), there is another fire hydrant typically within 800 feet that is easily accessible. He stated that they looked at case law in regard to the agreement with the City of Sparks, and the agencies were not held liable unless gross negligence had occurred on the maintenance of the fire facilities.

Member Hartung questioned the maintenance schedule and if it is possible to resolve the discrepancy. Mr. Nielson replied that it is based on the ISO recommendations for insurance coverage. He stated that ISO would like to see it done every year, but, because of the cost associated with it, most agencies are on a two year schedule.

Member Hartung asked if it is typical for a water authority to maintain the fire hydrants, because fire departments usually maintain them. Mr. Nielson replied that the Truckee Meadows area is unique because Sierra Pacific owned the water system as a private utility and the fire hydrants were viewed as a public utility and since that time, the separation of public and private entities has continued. He stated that TMWA does not own the hydrants which are owned by the respective jurisdictional agencies and there was a fee each agency paid to the water company for each fire hydrant; this fee was eliminated when TMWA was formed.

Member Hartung stated that he was unaware of the discrepancy between the levels of service between TMWA and the fire departments. Mr. Nielson agreed and mentioned that the fire

departments are adequately maintaining the hydrants, but at times, there are issues with “dirty water” calls and they avoid these issues with TMWA staff maintaining the hydrants.

Member Hartung asked if Stamp Mill will come under TMWA post-merger. Mr. Nielson replied that is correct. Member Hartung added that he has received constituent’s complaints when the fire department flushes the hydrants resulting in “dirty water”. Mr. Nielson agreed that happens, even in the TMWA system. Member Hartung asked if it was possible to avoid this issue if the hydrants were flushed more frequently. Mr. Nielson replied that it has more to do with the velocity used than the frequency.

Member Jung added that the question to be asked is to have uniformity or TMWA stop maintaining the hydrants entirely. She commented that it is logical for TMWA to take on the maintenance for all three entities, but it should be subsidized by TMWA rate payers equally.

Approved by the TMWA Board of Directors in session on December 17, 2014.

Sonia Folsom, Recording Secretary

**Estimated Costs for TMWA to Maintain Fire Hydrants Within The City of Reno**

**Light Crew Truck for Hydrants**

Ford F-550 84" cab to axel 4x4 extra cab Extra GVWR upgrade.	\$43,000.00
VMAC V910011 VR150 Compressor kit	\$15,000.00
Utility Body Model 6132DL-30J	\$14,500.00
Installation and fabrication of all accessories: warning/work lights etc.	\$15,790.25
PV-220 Vacuum unit	\$35,000.00
Tools/equipment/jackhammer etc.	\$12,000.00
	\$135,290.25

<b>3 Light Crew Trucks for Hydrants</b>		<b>\$405,870.75</b>	<b>Capital</b>
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**Light Crew Staffing**

	Hourly	Base Annual	O.H.*	Gross Annual
Light Foreman	\$40.95	\$85,176.00	\$41,872.52	\$127,048.52
Fitter	\$32.96	\$68,556.80	\$33,702.52	\$102,259.32

**\$229,307.84**

O.H.\* currently 49.16% ,PERS, healthcare, other misc. benefits

**Fire Hydrants**

Sparks Hydrants maintained by TMWA	<b>2,699</b>	
Reno Hydrants Marked Private/Other	232	
Potential Reno Hydrants to be Maintained	<b>6,941</b>	
		<b>2.57</b> # of Crews

**3 Light Crews**

\$687,923.53

**Project Supervision & Administration O.H.\***

\$174,970.00

Fixed cost @14.02 per man hour @ 12,480 man hours =  
 \$174,970

**Vehicle Fuel**

\$10,500.00

**Vehicle Maintenance**

\$19,500.00

**Hydrant Materials : Paint, oil & misc. parts.**

\$10,500.00

<b>Total Annual cost</b>	<b>\$903,393.53</b>	<b>O&amp;M</b>
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RECEIVED

APR - 4 2007

TRUCKEE MEADOWS  
WATER AUTHORITY

Office of the  
CITY CLERK

March 26, 2007

# The City of Sparks

Lori Williams  
General Manager  
Truckee Meadows Water Authority  
P.O. Box 30013  
Reno, NV 89520-3013

Reference: Interlocal Agreement between City of Sparks and Truckee Meadows Water Authority regarding City owned Fire Hydrants Agreement No. A-3496

Dear Ms. Williams:

On March 19, 2007, the Sparks City Council approved the Interlocal Agreement between the City of Sparks and the Truckee Meadows Water Authority (TMWA) regarding City owned Fire Hydrants.

Enclosed are two original agreements. Please sign both original agreements, retain one original copy for your file and return the other original to our office.

If you have any questions or concerns, please feel free to contact Ben Hutchins, Infrastructure Administrator, at 353-1619.

Sincerely,

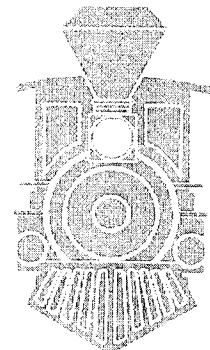
Deborah J. Dolan, CMC  
City Clerk and  
Clerk of the City Council

hle

Enclosure (2)

Copy:

Wayne Seidel, Public Works Director  
Ben Hutchins, Infrastructure Administrator  
Agenda Item 6.3  
A - 3496



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 A

Routine 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