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

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

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

THIS CONTRACT, made this __________ day of ________________, 201___,
pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amending or
supplementary thereto, and the Truckee-Carson-Pyramid Lake Water Rights Settlement Act of
1990 (Public Law 101-618; Act of November 16, 1990; 104 Stat. 3307) (hereinafter referred to
as the Settlement Act), among the UNITED STATES OF AMERICA, hereinafter referred to as
the United States; Washoe County Water Conservation District, hereinafter referred to as
Conservation District; the CITY OF RENO, hereinafter referred to as Reno; the CITY OF
SPARKS, hereinafter referred to as Sparks; and, the COUNTY OF WASHOE, hereinafter
referred to as Washoe County; Reno, Sparks, and Washoe County are sometimes hereinafter
collectively referred to as the Contractors;

WITNESSETH, That:

EXPLANATORY RECITALS

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

WHEREAS, the United States is the owner of the Truckee River Reservoirs; and
WHEREAS, this Contract is intended to satisfy the provisions of Section 7.A.2(b),
7.E.3, and 7.E.4 of TROA;

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

DEFINITIONS

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

(a) “Contracting Officer” means the Secretary’s duly authorized
representative acting pursuant to this Contract or applicable Federal Reclamation law or
regulation; and

(b) “Year” shall mean the period January 1 through December 31.

TERM OF CONTRACT

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

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

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

PROVISIONS OF TRUCKEE RIVER OPERATING AGREEMENT CONTROLLING

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

STORAGE OF WATER QUALITY CREDIT WATER

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

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

SCHEDULES

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

**PAYMENT FOR STORAGE**

6. Consistent with TROA and the Water Quality Settlement Agreement, payment by the Contractors for the storage of Water Quality Credit Water in the Truckee River Reservoirs under this Contract shall be at the rate of $0.00 per acre-foot per Year. All storage of Water Quality Credit Water is at no cost; Provided, That should TROA or the Water Quality Settlement Agreement be amended to provide for payment, this Contract shall be amended.

**COMPENSATION TO THE CONSERVATION DISTRICT**

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

**CONTRACT ADMINISTRATION COSTS**

8. (a) The Contractors shall advance sufficient funds annually to the United States, and shall advance sufficient funds at such other times as may be determined by the Contracting Officer to be needed to maintain sufficient funds, to cover all reimbursable costs associated with the United States administration of this Contract, including appropriate share of indirect costs.
(b) Reimbursable costs will include, but are not necessarily limited to:

1. United States costs incurred during the performance reviews and audits for the Contract renewal;
2. Development and review of Reno’s, Sparks’, or the Washoe County’s conservation plan;
3. Resolution of disputes under this Contract;
4. Attendance at meetings regarding this Contract;
5. General Contract administration;
6. National Environmental Policy Act and other environmental compliance costs or an applicable portion thereof;
7. Those costs incurred in response to a specific request from Reno, Sparks or Washoe County; and
8. Other costs directly related to the administration of this Contract.

(c) Within ten business days after the day that TROA enters into effect, and 30 days prior to the first day of each subsequent Year for the term of this Contract, the Contracting Officer shall provide the Contractors with a budget showing the reimbursable costs anticipated to be incurred by the United States for the upcoming Year. The Contractors shall pay the anticipated reimbursable costs to the United States within said 30 days.

(d) The Contracting Officer shall notify the Contractors any time during the year when it becomes apparent that the United States’ anticipated reimbursable costs will exceed the anticipated budgeted amount. The Contractors shall pay the additional anticipated reimbursable costs to the United States within 30 days of receipt of the notice. If the additional monies are disputed, the dispute resolution procedure shall apply; Provided, That the Contractors still be required to pay the anticipated reimbursable costs to the United States within said 30 days subject to adjustment based on the outcome of the dispute resolution; Provided further, That if the Contractors’ funding ability to satisfy any costs required by this Contract is withdrawn, limited, or impaired by an action outside the control of the Contractors, such costs will be suspended until such time as the funding is restored.
(e) Payments received by the United States during a previous Year, and which are determined by the Contracting Office to be in excess of the amount applicable under Article 8 of this Contract, shall first be applied to any current liabilities of the Contractors arising out of Article 8 of the Contract then due and payable. After that, any amount of such overpayment shall be credited against amounts to become due to the United States by the Contractors under Article 8 of this Contract. With respect to overpayment, such crediting shall constitute the sole remedy of the Contractors or anyone having or claiming to have a right under this Contract.

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

WATER CONSERVATION

9. Contractors shall comply with the provisions of that certain Agreement, dated July 18, 1996, by and among the Pyramid Tribe, Sierra Pacific Power Company, the Cities of Reno and Sparks, and Washoe County, and any amendments thereto in satisfaction of the water conservation contingency section 29(e) of the Preliminary Settlement Agreement as Modified by the Ratification Agreement (Exhibit 1 of the Settlement Act). The United States shall review that Agreement from time to time.

UNITED STATES NOT LIABLE

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

RESOLUTION OF DISPUTES

11. (a) Should any dispute arise concerning any of the provisions of this Contract, or the parties’ rights and obligations thereunder, other than disputes regarding the storage of water as provided in TROA, the parties to this Contract shall meet and confer within 30 days of providing written notice of the dispute to the other party. If the parties have not resolved the dispute within 90 days after such notice, or such other period as mutually agreed to, the Contractors may commence any legal action, and the Contracting Officer may refer any matter to the Department of Justice; Provided, That the party shall provide to the other party 30 days’ written notice of the intent to take such action; Provided, further, That such notice and meet and confer process shall not be required where a delay in commencing an action would prejudice the interests of the party that intends to file suit.

(b) Should any dispute arise concerning the storage of Water Quality Credit Water under TROA, the dispute shall be referred to the TROA dispute resolution process, in accordance with Section 2.B. of TROA. If the dispute involves a shortage of space in the United States’ Truckee River Reservoirs resulting from causes or actions referred to in Article 10 of this Contract, the liability of the United States shall be limited as provided in that Article 10.

CHARGES FOR DELINQUENT PAYMENTS

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

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

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

CONFIRMATION OF CONTRACT

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

NOTICES

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

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

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

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

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

BOOKS, RECORDS, AND REPORTS

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

EQUAL EMPLOYMENT OPPORTUNITY

19. During the performance of this Contract, the Contractors agree as follows:

(1) The Contractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

20. (a) The Contractors shall comply with Title VI of the Civil Rights Act of 1964
(Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),] and any other applicable civil rights laws, and with
the applicable implementing regulations and any guidelines imposed by the U.S. Department of
the Interior and/or Bureau of Reclamation.

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

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

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

CERTIFICATION OF NONSEGREGATED FACILITIES

21. The Contractors hereby certify that they do not maintain or provide for its
employees any segregated facilities at any of its establishments and that it does not permit its
employees to perform their services at any location under its control where segregated facilities
are maintained. It certifies further that it will not maintain or provide for its employees any
segregated facilities at any of its establishments and that it will not permit its employees to
perform their services at any location under its control where segregated facilities are
maintained. The Contractors agree that a breach of this certification is a violation of the Equal
Employment Opportunity clause in this contract. As used in this certification, the term
“segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms,
restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
facilities provided for employees which are segregated by explicit directive or are in fact
segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
disability, or otherwise. The Contractors further agree that (except where it has obtained
identical certifications from proposed subcontractors for specific time periods) they will obtain
identical certifications from proposed subcontractors prior to the award of subcontracts
exceeding $10,000 which are not exempt from the provisions of the Equal Employment
Opportunity clause; that they will retain such certifications in its files; and that they will forward
the following notice to such proposed subcontractors (except where the proposed subcontractors
have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED
FACILITIES

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

MEDIUM FOR TRANSMITTING PAYMENTS

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

(b) Upon execution of the contract, the Contractors shall furnish the Contracting Officer with the Contractors’ taxpayer’s identification numbers (TIN). The purpose for requiring the Contractors’ TIN is for collecting and reporting any delinquent amounts arising out of the Contractors’ relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

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

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

UNITED STATES OF AMERICA

By: ___________________________________

Regional Director, Mid-Pacific Region
Bureau of Reclamation
By: __________________________________  
Don Casazza  
President, Board of Directors  

Attest:  

By:  ______________________________  
Secretary  

Draft
CITY OF RENO

By: _________________________________

Hillary L. Schieve
Mayor

Attest:

Approved as to Form:

By: _____________________________

Ashley D. Turney, City Clerk

By: _____________________________

Susan Ball Rothe, Deputy City Attorney
CITY OF SPARKS

By: _________________________________
   Geno Martini
   Mayor

Attest:

By: _________________________________
   Teresa Gardner, City Clerk

Approved as to Form:

By: _________________________________
   Chet Adams, City Attorney
COUNTY OF WASHOE

By: ______________________________

Kitty K. Jung
Chair, Board of County Commissioners

Attest:

Approved as to Form:

By: ______________________________

Nancy Parent, County Clerk

By: ________________________________

Paul Lipparelli, Chief Deputy District Attorney