

**ADDENDUM AGREEMENT NO. 5
TO THE JOINT
AGREEMENT OF MARCH 24, 1980**

This Addendum Agreement No. 5 ("Addendum No. 5") is made this _____ day of _____, 2025, between the City of Sparks, a Municipal corporation, ("Sparks") and the City of Reno, ("Reno"), a municipal corporation, collectively (the "Parties").

1. RECITALS

WHEREAS, Reno and Sparks entered into an agreement on March 24, 1980, for the joint ownership and operation of wastewater treatment and interceptor facilities; and

WHEREAS, TMWRF is owned by Reno and Sparks, with Reno's ownership representing 68.63% and Sparks' ownership representing 31.37%; and

WHEREAS, Reno currently employs (3) three full-time staff members in support of the Capital Improvement Program (CIP) at the Truckee Meadows Water Reclamation Facility (TMWRF); and

WHEREAS, since 1999, Reno has been paying 68.63% and Sparks has been paying 31.37% of the ownership percentage related to the TMWRF; and

WHEREAS, the purpose of this Addendum No. 5 is to establish that Sparks will pay Reno 31.37% of the salary of Reno's TMWRF CIP dedicated staff.

NOW THEREFORE, in consideration of the Recitals and promises contained herein the following is agreed to by the Parties.

2. RIGHTS & DUTIES

2.1 Reno

2.1.1 Reno will continue to provide CIP services relating to TMWRF.

2.1.2 Reno will continue to invoice Sparks on a quarterly basis for reimbursement of Sparks' share which share will include Reno's TMWRF CIP dedicated staff.

2.2 Sparks

2.2.1 Sparks will reimburse Reno for 31.37% of the salary of Reno's TMWRF CIP dedicated staff.

2.2.2 Upon the submission of an invoice for payment, Sparks will promptly review the invoice, request any further information or documentation required, and process the invoice for payment within 30 days following its approval.

3. MUTUAL AGREEMENTS

3.1 The Parties agree that this Addendum No. 5 obligates Sparks to pay 31.37% of Reno's TMWRF CIP staff members at the current level of three full time staff members. Any changes in staffing levels must be approved by the Joint Coordinating Committee in accordance with existing procedures between the Parties.

4. MISCELLANEOUS PROVISIONS

4.1 This Addendum No. 5 is binding upon and inures to the benefit of the Parties and their successors and assigns.

4.2 This Addendum No. 5 is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

4.3 This Addendum No. 5 may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

4.4 This Addendum No. 5 is effective July 1, 2025.

- Signature Page Follows-

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum No. 5.

CITY OF SPARKS

CITY OF RENO

By: _____
Ed Lawson, Mayor

By: _____
Hillary L. Schieve, Mayor

ATTEST:

ATTEST:

By: _____
Lisa Hunderman, City Clerk

By: _____
Mikki Huntsman, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Wes Duncan, City Attorney

By: _____
Susan Ball Rothe
Deputy City Attorney