

6. The Division has determined that this loan meets equivalency requirements. Any federal Funds used for funding of this loan will be provided through the Capitalization Grants for the Clean Water State Revolving Funds CFDA #66.458 through the United States Environmental Protection Agency.

NOW, THEREFORE, It is agreed as Follows:

SECTION 1. PROJECT DESCRIPTION

In general, funding for this Project will be used for the American Flats Advanced Purified Water Facility (APWF) project. Specific details of the Project may be found in the application and supporting documents.

SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMITMENTS

This contract incorporates the following documents and all applicable legal requirements therein:

- (A) Exhibit A, Clean Water State Revolving Fund Loan Contract Standard Conditions, and
- (B) Exhibit B, Clean Water State Revolving Fund Program Requirements for Equivalent Projects, and
- (C) Exhibit C, Lobbying Certification Form, and
- (D) Exhibit D, Interlocal Agreement for the Advanced Purified Water Facility at American Flat between Recipient and Truckee Meadows Water Authority (“TMWA”) for the construction, maintenance, and capital expenditures of the Project (the “Interlocal Agreement”).

Pursuant to Exhibit D, §2(e), Recipient and TMWA, to the extent TMWA claims a right to receive funding under this Loan Contract, understand and agree that federal funds provided under this Contract require Recipient and TMWA to comply and ensure its contractor and sub-contractors comply with all terms, provisions, conditions, and commitments of this contract, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for loan.

1 If the Interlocal Agreement has been terminated and the Recipient has entered into a contract with a
2 contractor for the Project, the Recipient agrees to comply and ensure its contractor and sub-contractors
3 comply with all terms, provisions, conditions, and commitments of this contract, including all incorporated
4 documents, and to fulfill all assurances, declarations, representations, and commitments made by the
5 Recipient in its application, accompanying documents, and communications filed in support of its request
6 for loan.

7 8 **SECTION 3. ESTIMATED COST OF PROJECT**

9 The estimated total cost of the Project, including associated planning and design cost is **two hundred**
10 **twenty million, eighty hundred seventy-five thousand dollars (\$220,875,000).**

11 12 **SECTION 4. MAXIMUM LOAN AMOUNT**

13 Subject to all of the terms, provisions, and conditions of this contract, and subject to the availability of State
14 and Federal funds, the Division will loan a sum not to exceed **four hundred thousand, eight hundred**
15 **dollars (\$400,800)** to the Recipient.

16 17 **SECTION 5. INTEREST RATE**

18 The annual percentage interest rate for this loan is 0.00%. Interest on any loan funds disbursed to the
19 Recipient shall accrue from the date each disbursement of such funds is made by the Division to the
20 Recipient.

21 22 **SECTION 6. REPAYMENT OF LOAN**

23 The Division has determined that the Recipient is eligible to receive additional subsidy as spelled out in
24 Nevada's Intended Use Plan. Since the recipient is eligible for additional subsidy, 100% of the principal is
25 forgiven.

1 **SECTION 7. FEES**

- 2 1. The Division may charge a loan origination fee in an amount authorized by NAC 445A.775.
- 3 2. The loan recipient shall remit to the Division the full amount of the loan origination fee within 30 days
- 4 after the loan closing.
- 5 3. This loan contract does not contain a loan origination fee.

6

7 **SECTION 8. FISCAL SUSTAINABILITY PLAN**

8 The Recipient will maintain a fiscal sustainability plan that outlines the system's assets, identifies the

9 critical assets of the system, determines condition of the assets, and plans for future replacement.

- 10 1. The plan must evaluate the level of service required of the system, and
- 11 2. The plan must address ongoing maintenance of system assets to ensure its maximum useful life,
- 12 and
- 13 3. The plan must be reviewed and updated by the Recipient at least once every five years, and
- 14 4. The Recipient may maintain a fiscal sustainability plan in logical sections of the system rather than
- 15 the entire system upon approval of the Division, and
- 16 5. The plan is subject to periodic review by the Division.

17

18 **SECTION 9. MAINTAIN A CAPITAL ASSET REPLACEMENT RESERVE ACCOUNT**

19 The Recipient agrees to maintain a dedicated capital asset replacement reserve account.

- 20 1. Funds within this account can be used to purchase any capital asset of the water utility.
- 21 2. Funds within this account cannot be used for operations, maintenance, debt service, or other non-
- 22 capital expenditures.
- 23 3. The Recipient agrees to fund the account at least annually based upon the needed replacement cost
- 24 of the system's short-lived assets (15 years or less) amortized on a straight-line basis. The
- 25 replacement cost of the system's short-lived assets must be re-evaluated at least every five (5) years.

4. The reserve account must be identifiable on the Recipient's financial statements provided to the Division.

5. The Division may consider other funding available for capital assets to meet this condition.

SECTION 10. USEFUL LIFE OF PROJECT

For purposes of this contract, the parties agree that the useful life of the Project is at least thirty (30) years from and after Project completion.

SECTION 11. TERM

This contract shall take effect upon execution of the contract by the Division and the Recipient, and for the purpose of this section, the term of this contract is for no more than twenty (20) years from the date of this loan contract.

SECTION 12. NOTICES

All notices or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage; or (c) via email to the parties hereinafter set forth at the following addresses:

1. Nevada Division of Environmental Protection

Office of Financial Assistance

901 S. Stewart St., Ste 4001

Carson City, NV 89701-5249

ndep-ofa@ndep.nv.gov

2. City of Reno

P.O. Box 1900

Reno, NV 89505-1900

vanburenv@reno.gov

IN WITNESS THEREOF, the parties have executed this contract on the dates set forth below.

RECIPIENT: CITY OF RENO

Date: _____

Vicki Van Buren, Finance Director, City of Reno

DIVISION OF ENVIRONMENTAL PROTECTION

Date: _____

Jennifer Carr, Administrator

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 1. AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION

- 1.1** The Recipient shall conduct value engineering if the total estimated cost of building the treatment works is more than \$10,000,000 (NAC 445A.782).
- 1.2** The Division may, upon the request of a recipient, grant an extension of the time provided by subsection 1 in any case where unusual or extenuating circumstances exist. Any request for an extension must be made in writing and must set forth facts justifying the extension.
- 1.3** The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the project and of initiation of construction of the project.
- 1.4** The Recipient shall require the contractor to submit a schedule for construction at the preconstruction conference. The contractor shall be required to update the schedule as necessary.
- 1.5** The Recipient agrees to expeditiously proceed with and complete construction of the project in substantial accordance with project plans and specifications approved by the Division.

Condition 2. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS

If the loan is awarded for construction of collection lines, the Recipient shall require mandatory connection to the system. This shall be accomplished by including a requirement for mandatory connections in the sewer use ordinance.

The Recipient agrees to promptly notify the Division in writing of:

- 2.1** Any substantial change in scope of the project. The Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change.
- 2.2** Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of 30 days or more.
- 2.3** Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the Division.
- 2.4** Completion of construction of the project.

After completion of the project the Recipient shall provide the Division with as-built record drawings for the project.

Condition 3. RESIDENT ENGINEER & INSPECTOR

The Recipient is required to hire a qualified full time resident engineer and inspector(s) during the construction of the project unless waived by the Division.

Condition 4. PROJECT ACCESS & STATE REVIEWS

- 4.1** The Recipient agrees to ensure that the Division or any authorized representative thereof will have suitable access to the project site and project documents at reasonable times during project construction.
- 4.2** The parties agree that review or approval of project plans and specifications by the Division is for administrative purposes only and does not relieve the Recipient of the responsibility to properly plan, design, construct, operate and maintain the Project.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 5. INDEMNIFICATION

- 5.1** As between the Division and the Recipient, the Recipient agrees that it has sole responsibility for proper planning, design, construction, operation and maintenance of the Project, and the Recipient agrees to indemnify the Division, the state of Nevada and their officer, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses costs, expenses or liability due or incident to planning, design, construction, operation or maintenance of the Project.
- 5.2** The parties will not waive and intend to assert available NRS 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 5.3** To the fullest extent of limited liability as set forth above, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist to any party or person described in this paragraph.
- 5.4** The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

Condition 6. PROJECT COMPLETION; INITIATION OF OPERATIONS & OPERATION AND MAINTENANCE

- 6.1** At the time of completion of construction, the Division, after consultation with the Recipient, will establish a reasonable estimated project completion date, and the Recipient agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. Extension of the project completion date by the Division shall not be unreasonably withheld.
- 6.2** Upon completion of construction of the Project, the Recipient agrees to expeditiously initiate project operations. The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the Division the operation and maintenance manuals for the Project.

Condition 7. DEDICATED SOURCE OF REVENUE & SYSTEM USER CHARGES

- 7.1** The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other dedicated source of revenue such as connection fees, which at all times complies with the requirements of applicable state rules, regulations and guidelines.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 7.2** The Recipient agrees to administer a system of user charges acceptable to the Division pursuant to NAC 445A.788- 445A.790.
- 7.3** The Recipient further agrees to periodically review and modify the system of user charges as necessary to assure its reasonable adequacy to repay the loan, and to cover operating costs and meet other financial obligations of the Recipient. The system of user charges shall be reviewed at least once every three years and all modifications thereto shall be consistent with NAC 445A.788 and shall be maintained to the reasonable satisfaction of the Division.

Condition 8. CONTINUOUS USE OF PROJECT

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the project during the useful life of the project without prior written approval of the Division. If the Recipient does abandon, substantially discontinue use, of, or dispose of the Project during the useful life of the Project without prior approval of the Division, the Recipient shall repay the account for the revolving fund all remaining principal advanced hereunder due in accordance with the terms of this contract.

Condition 9. REPORTS, RECORDS & ACCOUNTING STANDARDS

- 9.1** The Recipient agrees to expeditiously provide, during construction of the project and thereafter during the useful life of the project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation by the State Revolving Fund Loan Program or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the Division shall include the submission of annual financial statements, prepared on a basis utilizing "Generally Accepted Accounting Principles (GAAP).

Without limitation of the requirement to maintain project accounts in accordance with generally accepted government accounting standards, the Recipient agrees to:

- 9.2** Maintain separate Project accounts in accordance with GAAP including, but not limited to, standards relating to the reporting of infrastructure assets and those contained in the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, promulgated by the U.S. General Accounting Office.
- 9.3** Establish an official file for the project which shall adequately document all significant actions relative to the project;
- 9.4** Establish accounts which will adequately and accurately depict all amounts received and expended on the project, including all loan funds received under this contract;
- 9.5** Establish accounts which will adequately depict all income received which is attributable to the project, specifically including any income attributable to loan funds disbursed under this contract.
- 9.6** Establish an accounting system which will accurately depict final total costs of the project, including both direct and indirect costs.
- 9.7** Maintain records and accounting activities of the wastewater utility separately from other activities of the Recipient.
- 9.8** If a force account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the project and the associated tasks performed by each employee.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 9.9** Retain project records for a minimum of three (3) years after final loan repayment has been made, and for such longer period as may be required for the Division to fulfill federal reporting requirements under federal statutes and regulations. All Recipient records relative to the project shall be subject at all reasonable times to inspection, copying, and audit by the Division or any authorized representative.

Condition 10. FINANCIAL INFORMATION AUDIT

The Division, at its option, may call for an audit of financial information relative to the project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

Condition 11. LOAN DISBURSEMENT; AVAILABILITY OF FUNDS

- 11.1** The Recipient agrees to draw funds available in section 4 within three (3) years from the date of this contract. Funds will be subject to de-obligation and/or review after this time period by the Division.

Except as may be otherwise provided in this contract, loan amounts will be disbursed as follows:

- 11.2** Loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt by the Division of proper and acceptable Payment Request Forms from the Recipient.
- 11.3** Additional loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt of proper and acceptable payment requests from the Recipient provided that payment shall be made at a minimum of quarterly but not more frequently than once a month. Funds may be subject to review and/or de-obligation if disbursements are not completed at least quarterly, without written communication from the utility to the Division.
- 11.4** The Recipient agrees that it will not request payment for any project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide a certification with each payment request that costs shown in the payment request have been incurred and is due and payable at the time of the request.
- 11.5** Each disbursement of loan funds other than for the planning and design allowance will be accompanied by an appropriate prorated percentage of the allowance for construction engineering and inspection services for the project.
- 11.6** The Division's obligation to pay any sum to the Recipient under any provisions of this contract, is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds, as determined by the Division, do not become available for any reason, the Division shall not be obligated to make any payments to the Recipient under this contract. This provision shall be construed as a condition precedent to the obligation of the Division to make any payments under this contract. Nothing in this contract shall be construed to provide the Recipient with a right of priority for payment over any other agency. If any payments which are otherwise due to the Recipient under this contract are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Recipient when sufficient funds do become available.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 11.7** Any federal funds used for funding of this loan will be provided through the Capitalization Grants for Clean Water State Revolving Funds CFDA #66.458.

Condition 12. REPAYMENT; PENALTIES; RECIPIENT OBLIGATIONS

- 12.1** The loan amount, together with all interest accruing thereon, shall be repaid as provided for in the loan contract.
- 12.2** The Recipient agrees to make each loan payment on or before the due date. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the defaulted payment will be due for each day of nonpayment beyond the grace period. Any penalties assessed will not be added to the loan balance but will be treated as a separate account and obligation of the Recipient, to be paid in full within 30 days after Recipient is in compliance with payment schedule.
- 12.3** The Recipient, as a whole, is obligated to make all payments required by this contract to the Division, notwithstanding any individual default by its constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. The Recipient shall provide for the punctual payment to the Division of all amounts which become due under this contract and which are received from constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any taxes, assessments, fees or charges necessary to provide payment by the Recipient under this contract, to enforce or to collect such taxes, assessments, fees or charges or to pay over to the Division any money collected on the taxes, assessments, fees or charges necessary to satisfy any amount due under this contract, the Division may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the levying and collection of the taxes, assessments, fees or charges and the payment of the money collected therefrom to the Division.
- 12.4** Action taken pursuant hereto shall not deprive the Division of, or limit the application of, any other remedy provided by law or by this contract.

Condition 13. TERMINATION; IMMEDIATE REPAYMENT; INTEREST

- 13.1** This contract may be terminated by written notice during construction of the project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the Division, upon violation by the Recipient of any material provision of this loan contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division.
- 13.2** In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the Division an amount equal to the current balance due on the loan, including accrued interest, and all penalty assessments due in accordance with the terms of this contract.

Condition 14. DEFAULTS & REMEDIES

- 14.1 NOTICE OF DEFAULT.** If an Event of Default shall occur, the non-defaulting party shall give the party in default prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Default. Such telephonic notice shall be immediately followed by written notice of such event of Default given in the manner set forth in the contract.

- 14.2 EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency.
- i. Failure by the Recipient to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;
 - ii. Failure by the Recipient to observe and perform any duty, covenant, obligation, or agreement on its part to be observed or performed under this Loan Agreement, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Recipient by NDEP;
 - iii. Any representation made by or on behalf of the Recipient contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect.
- 14.3 REMEDIES,** If NDEP determines that an Event of Default has occurred, NDEP may, without further notice:
- i. Declare the outstanding loan amount plus any unpaid accrued interest, fees, and other amounts due hereunder due and payable;
 - ii. Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;
 - iii. Pursue any other legal or equitable remedy it may have.

Condition 15. DISPOSITION OF EQUIPMENT

In accordance with 41 CFR 105-71.132, when original or replacement equipment used to construct the facilities acquired under this contract is no longer needed for the original project, disposition of the equipment will be made as follows:

- 15.1** Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Division.
- 15.2** Items of equipment with a current per unit fair market value of \$5,000 or greater may be retained or sold and the State shall have a right to an amount calculated by multiplying the current market value or proceed from sale by the Division's share of the equipment. In cases where the Recipient fails to take the appropriate actions, the Division may direct the Recipient to take excess and disposition actions.

Condition 16. DISPUTES

Any dispute arising under this contract which is not otherwise disposed of shall be decided by the Administrator of the Division of Environmental Protection. The decision shall be reduced to writing and a copy thereof furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Administrator's decision to the Recipient, the Recipient mails or otherwise furnishes a written appeal of the decision to the Director of the Department of Conservation and Natural Resources. The decision of the Director shall be final and conclusive unless overturned by a court of competent jurisdiction. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this loan contract.

Condition 17. FORCE MAJURE

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligation hereunder due to unforeseeable events including: strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, flood, or unusual atmospheric events. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

Condition 18. WAIVER

The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

Condition 19. AMENDMENT

This contract may be amended at any time by mutual written agreement of the parties.

EXHIBIT B
CWSRF PROGRAM REQUIREMENTS FOR EQUIVALENT PROJECTS

Crosscutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The crosscutters include (but are not limited to): program specific requirements, environmental authorities, social policy authorities, and economic and miscellaneous authorities. In the Clean Water State Revolving Fund program, compliance with federal crosscutting authorities is required by all recipients of these federal funds. A list of the possible applicable crosscutters follows.

Program Specific Requirements

- **American Iron and Steel**, 33 U.S.C. 1388
- **Architecture and Engineering Procurement (Brooks Act)**, 33 U.S.C. 1382(b)(14)
- **Cost and Effectiveness**, 33 U.S.C. 1382(b)(13)
- **Prevailing Wage Requirements**
NOTE: Davis-Bacon rules apply to the entire project. The higher of the Federal or State prevailing wage rates, as established by the Davis-Bacon Act and the Nevada Labor Commission shall be paid for all classifications of labor on this project. The weekly payroll records shall be certified and shall be submitted to the OWNER within seven (7) days after the regular pay date for the pay period.
 - **Davis-Bacon Wages**, 33 U.S.C. 1382(b)(6)
 - NRS 338.020 to NRS 338.090, Inclusive
 - NAC 338.009 to NRS 338.090 Inclusive
- **Environmental Review**, (i.e., the State Environmental Review Process) 40 CFR 35.3140; 40 CFR 35.3580
- **State Historic Preservation Act**, NRS 383.121
- **Fiscal Sustainability Plans**, 33 U.S.C. 1383(d)(1)(E)
- **Generally Accepted Accounting Principles**, 33 U.S.C. 1382(b)(9)
- **Signage**
 - Enhancing Public Awareness of SRF Assistance Agreements (2015)
 - BIL Signage (2022)
- **Single Audit**, 2 CFR part 200, Subpart F

Environmental Authorities

- **Archaeological and Historic Preservation Act**, 16 U.S.C. 469 et seq.
- **Clean Air Act Conformity**, 42 U.S.C. 7401 et seq.
- **Coastal Barriers Resources Act**, 16 U.S.C. 3501 et seq.
- **Coastal Zone Management Act**, 16 U.S.C. 1451 et seq.
- **Endangered Species Act**, 16 U.S.C. 1531 et seq.
- **Farmland Protection Policy Act**, 7 U.S.C. 4201 et seq.
- **Floodplain Management Executive Order No. 11988 (1997)**, as amended by **Executive Order No. 13690 (2015)**
- **Magnuson-Stevens Fishery Conservation Management Act**, 16 U.S.C. 1801 et seq.
- **National Historic Preservation Act**, 54 U.S.C. 300101 et seq.
- **Sole Source Aquifer, Section 1424(e) of Safe Drinking Water Act**, 42 U.S.C. 300h-3e
- **Wetlands Protection - Executive Order No. 11990 (1997)**, as amended by **Executive Order No. 12608 (1997)**
- **Wild and Scenic Rivers Act**, 16 U.S.C. 1271 et seq.

EXHIBIT B
CWSRF PROGRAM REQUIREMENTS FOR EQUIVALENT PROJECTS

Social Policy Authorities

- **Civil Rights Laws**
 - **The Age Discrimination Act of 1975**, 42 U.S.C. 6102 et seq.
 - **Section 13 of the Federal Water Pollution Control Act Amendments of 1972**, 33 U.S.C. 1251 et seq.
 - **Section 504 of the Rehabilitation Act of 1973**, 29 U.S.C. 794
 - **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. 2000d et seq.
- **Equal Employment Opportunity Executive Order No. 11246 (1965)**
- **Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Executive Order No. 12898**
- **Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs**, 40 CFR Part 33

NOTE: The Recipient recognizes as goals the applicable Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) “fair share” goals negotiated with EPA by the Division for construction, supplies, equipment and services as follows:

Construction	MBE 2%	WBE 2%
Equipment	MBE 1%	WBE 1%
Services	MBE 1%	WBE 2%
Supplies	MBE 1%	WBE 1%

Economic and Miscellaneous Authorities

- **Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants, or loans, Executive Order No. 11738 (1973)**
 - **Section 306 of the Clean Air Act**, 42 U.S.C. 7606 et seq.
 - **Section 508 of the Clean Water Act**, 33 U.S.C. 1368 et seq.
- **Buy America, Build America Act**, Pub. L. 117-58, Sections 70901-70927
- **Federal Funding Accountability and Transparency Act**, Public Law 109-282
- **Intergovernmental Review**
 - **Demonstration Cities and Metropolitan Development Act**, 42 U.S.C. 3331 et seq.
 - **Intergovernmental Cooperation Act of 1968**, 42 U.S.C. 4201 et seq.
 - **Executive Order 12372, as amended (1983)**, 40 CFR Part 29
- **Prohibition on Certain Telecom and Video Surveillance Services/Equipment**, 2 CFR 200.216
- **Suspension and Debarment, Executive Order 12549 (1986)**, 2 CFR Part 180, 2 CFR Part 1532
- **Uniform Relocation and Real Property Acquisition Policies Act**, 42 U.S.C. 4601 et seq., 40 CFR Part 4, 49 CFR Part 24



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

EXHIBIT D

INTERLOCAL AGREEMENT FOR THE ADVANCED PURIFIED WATER FACILITY PROJECT AT AMERICAN FLAT

This Interlocal Agreement dated as of the last date executed by the Parties below (Effective Date) is between the Truckee Meadows Water Authority, a joint powers authority under the laws of the State of Nevada (TMWA) and the City of Reno, a municipal corporation (Reno). TMWA and Reno may be referred to under this Agreement individually as a Party or collectively as the Parties.

RECITALS

A. NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any public agency, entering into the contract, is authorized to perform.

B. TMWA is a public purveyor of water service within Reno, Sparks, and portions of Washoe County, Nevada and is interested in using advanced purified water and constructing the facility.

C. Reno is in need of a mechanism for effluent management for the Reno Stead Water Reclamation Facility ("RSWRF") and in constructing the facility for this purpose. The Parties desire to provide additional flexibility for effluent management while developing a local, reliable, droughtproof water source and recharging the groundwater aquifer at the America Flat site for long-term banking.

D. The Parties desire to enter this Agreement for purposes of outlining each of their respective obligations and responsibilities regarding the design, construction, and operation of the OneWater Nevada Advanced Purified Water Facility at American Flat as it is described in the May 2021 Basis of Design Report (hereinafter referred to as "Project") and their desire to work together and cooperatively on the Project.

E. The Project involves improvements at the Reno Stead Water Reclamation Facility, a new Advanced Purified Water Facility ("APWF"), the Advanced Purified Water ("APW") export pump station, a conveyance pipeline, polishing facility and injection, monitoring, and extraction wells. The Project components are described in the May 2021 Basis of Design Report ("BODR") prepared by AECOM and further described in the October 8, 2021, Proposal for the Project's preliminary design report, 30 percent design, and environmental studies.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE AND INTENT.

The purpose of this Agreement is to document the Parties respective obligations as it relates to the Project's planning and design, construction, future operation and maintenance costs and cost share for receipt of revenue from future sale of water rights.

2. RESPONSIBILITIES AND COST SHARE.

a. Costs

- i. The total estimated planning, design Project costs for a 2 million gallons per day Project are \$103 million. Exhibit 1 summarizes the estimated planning, design, and construction costs.
- ii. The Project does not include the Effluent Reuse Transmission Main at Red Rock Reservoir estimated at \$15 million.
- iii. The operation and maintenance costs are estimated to be \$1.74 million annually.

b. Cost Share

- i. Reno will pay for 70% of the planning and design and construction costs and TMWA will pay for 30% of the planning and design and construction costs.
- ii. Reno will solely be responsible for the planning, design, construction, operation and maintenance, and replacement costs for the Effluent Reuse Transmission Main at Red Rock Reservoir.
- iii. The Parties will equally share ongoing Project operation and maintenance costs. The operation and maintenance activities and estimated costs are described in the BODR. In the event that future operational modifications or regulatory requirements increase the operation and maintenance by more than 10 percent from the \$1.74 million annually or require upgrades or expansion of the facilities, the Parties agree to meet and discuss whether any changes in the cost allocation should be made.
- iv. Replacement Cost for the Project facilities will be as follows:
 - i. TMWA will have responsibility for all APWF unit processes downstream of the transfer pump station excluding the transmission main to the APWF. These facilities include the APWF building, export pump station and transmission main, APW polishing facility, injection wells, and extraction wells and associated appurtenance related to injection of A+ water.
 - ii. Reno will have responsibility for all RSWRF unit processes including the Transfer Pump Station. These facilities include coagulation, flocculation, clarification process, transfer pump station, transmission main to the

APWF, and portions of the American Flat Farm utilized for direct irrigation purposes of category A treated effluent.

iii. The Parties will equally share costs related to:

1. American Flat Farm during the time that the Project begins injecting A+ water, extracting it, and irrigating the American Flat Farm until necessary permits are obtained allowing for indirect potable reuse ("Prove Up Period");
2. American Flat Farm irrigation holding pond and irrigation facilities during Prove Up Period; and
3. Any portions of the American Flat Farm, including irrigation holding pond and irrigation facilities required for disposal of extracted water or disposal of other flush water, backwash water or other similar water, after the Prove Up Period has ended.

iv. The following previously incurred or to be incurred costs are considered Project costs subject to the reimbursement provisions in this Agreement. These costs will not exceed \$800,000, unless the parties meet and agree to increase these costs.

1. Invoices from NSHE Board of Regents for work related to analysis of biological growth and clogging mechanisms, and geochemical characterization of arsenic mobilization;
2. Invoices from AECOM related to technical assistance;
3. Invoices from Gutierrez Consultants related to technical assistance for the feasibility study and funding strategies;
4. Invoices from Jacobs Engineering related to technical assistance;
5. Invoices for pilot testing of filtration and DAF system; and
6. Other purchases or contracts necessary during the planning and design period.

v. Upgrade Costs

- i. If upgrade costs are required, the Parties agree to meet and agree to an equitable cost division.

c. Invoicing

- i. The Parties agree to invoice quarterly and timely pay Project costs consistent with this Agreement. All invoices will include appropriate back up, including but not limited to any consultant invoices, and labor reports, including direct labor and overhead. Reno will provide TMWA a report of any costs incurred directly by Reno to the Project consistent with the form and schedule shown in Exhibit 2. TMWA will invoice Reno consistent with the schedule and formula shown in Exhibit 2. The Parties agree that direct labor and overhead costs are estimated to be 7 percent of the Project costs. If direct labor and overhead exceed 7 percent of the Project costs, the Parties will meet to discuss whether an adjustment to the cost allocation of this Agreement should be made.

d. Coordination

- i. Reno will be responsible for directing the design work up to a draft 30 percent submittal. During that period, Reno will confer with TMWA to include TMWA's facility requirements, design comments and schedule comments into the design.
 - ii. TMWA will be responsible for directing the remaining design work for the Project. During that period, TMWA will confer with Reno to include Reno's facility requirements, design comments and schedule comments into the design.
 - iii. TMWA will be responsible for directing and contracting for Project construction.
 - iv. The Parties agree that coordination and communication are imperative during the design process. The Parties agree to separately document the timeline and deliverables, as well as reasonable review time, for the design and planning process. This document will also define what can be invoiced as overhead as described in section c i.
 - v. In the event the total Project costs are estimated to exceed \$103 million by plus or minus 3 percent or time delays of more than 3 months from the timeline developed in subsection d iv, the Parties agree to meet and discuss how to proceed and whether any changes in the cost allocation should be made.
- e. Any federal, state, or other grant funds or loan forgiveness obtained for the Project costs outlined in this Agreement will be apportioned 70% to Reno and 30% to TMWA, consistent with the initial construction cost share. If federal, state, or other grant funds are made available for the Project, the Parties agree to ensure that any requirements of the funding are met.

3. REVENUE FROM FUTURE SALE OF WATER RIGHTS.

Revenue from water rights generated by the Project will be distributed to the Parties as follows: 60% to Reno and 40% to TMWA. Details regarding the accounting and distribution of funds generated from water rights will be negotiated in the Operating Agreement described in Section 4.

4. ADMINISTRATION AND OPERATION AGREEMENT.

The Parties agree to negotiate in the year 2022 an administration and operating agreement for the operation of the Project. The administration and operating agreement will cover the Parties responsibilities and obligations for the collaborative operation of the facilities, including but not limited to permit compliance, reporting, public communications and budgeting, as well as collection system source water quality considerations, RSWRF effluent flow quality supplied to the Project, timing and capacity of flow from the transfer pump station to the APWF, and related matters.

5. INDEMNIFICATION.

Subject to the limitations of Chapter 41 of the Nevada Revised Statutes, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employers arising out of the performance of this Agreement. Contract liability of the Parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any incorporated attachments.

6. MISCELLANEOUS PROVISIONS

6.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

6.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada

6.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof. This Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action arising from the performance of this Agreement.

6.4 This Agreement may not be modified or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

6.5 Each Party commits to funding through the planning and design stage of the Project. Once the planning and design is completed the Parties shall endeavor to include funding for this Project in its budget. In the event any Party initially fails to appropriate or budget funds for the purposes as specified in this Agreement, each Party hereby consents to the termination of this Agreement as to such Party. In such event, the terminating Party shall notify the other Parties in writing and the Agreement will terminate as to such Party on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 354.626.

6.6 No delay or omission by any Party in exercising any right or power under this Agreement shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

6.7 This Agreement may be executed in separate and multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument.

6.8 All notices, demands or other communications required or permitted to be given in connection with this Agreement shall be in writing, and shall be deemed delivered when personally delivered to a Party; when sent to a Party by electronic mail and same day U.S. regular mail with U.S. Postal Service Certificate of Mailing; or, if only mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To TMWA: Truckee Meadows Water Authority
Attn: John Enloe
Director of Natural Resources Planning & Management
1355 Corporate Blvd.
Reno, Nevada 89502
jenloe@tmwa.com

To Reno: John Flansberg
Director of Public Works
City of Reno
P.O. Box 1900
Reno, Nevada 89501
flansbergj@reno.gov

6.9 This Agreement is effective on the latest date executed by the last Party to sign this Agreement below (Effective Date).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

TRUCKEE MEADOWS WATER AUTHORITY

APPROVED AS TO FORM:



Mark Forcee, General Manager



Michael Pagan, General Counsel

Date: 12/7, 2021

[Additional Signature Pages Follow]

CITY OF RENO

ATTEST:

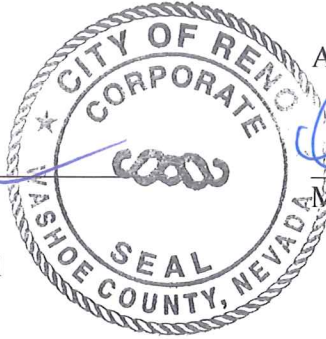
By: _____

Hillary L. Schieve, Mayor

Date: _____

Nov. 11

, 2021



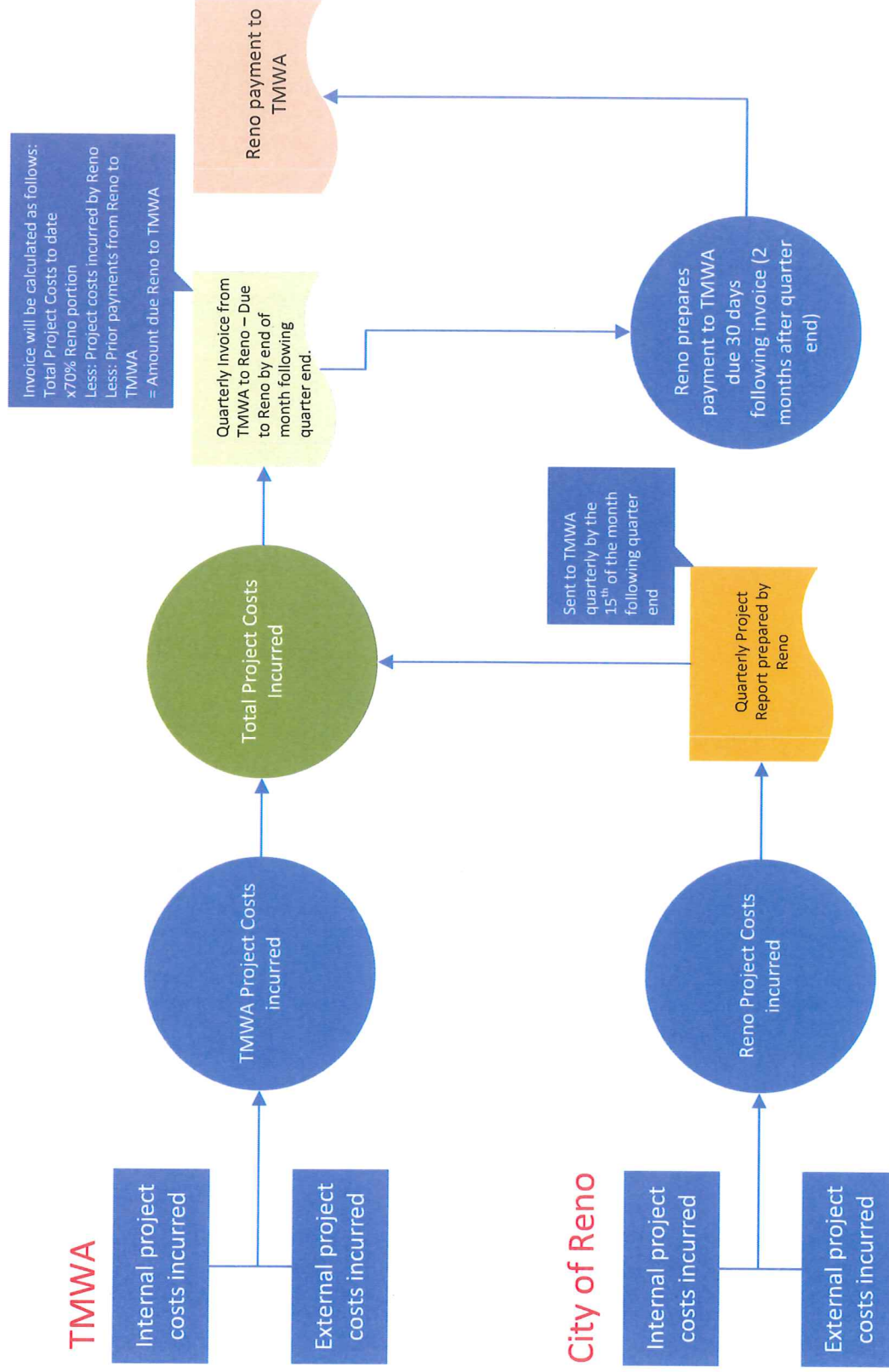
Mikki Huntsman, Reno City Clerk

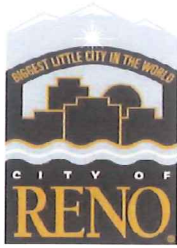
APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney

<div> <div>OneWater Nevada Advanced Purified Water Facility at American Flat Project Costs</div> <div>EXHIBIT 1</div> </div>				
2 MGD Project Components	Construction Cost Estimate	Planning, Engineering, Permitting, Project Management, CM/Testing, Controls, Project Contingency etc (% of Construction)	Total Component Cost	
CFS Pretreatment	\$ 3,000,000	32%	\$	3,960,000
RSWRF Improvements	\$ 5,350,000	32%	\$	7,062,000
APWF Building	\$ 27,320,000	32%	\$	36,062,400
APW Export Pump Station and Pipeline	\$ 19,400,000	32%	\$	25,608,000
American Flat APW Polishing Facility & ASR	\$ 22,350,000	32%	\$	29,502,000
Other Consultant Costs			\$	800,000
Total Project Costs:	\$ 77,420,000		\$	102,994,400

Exhibit 2 - Reporting and Invoicing Process Flowchart





Quarterly Report	
Report Date	3/31/20xx
Period	1/1/xx-3/31/xx

Truckee Meadows Water Authority
 Attention: TMWA Finance Department
 1355 Capital Blvd.
 Reno, NV 89502
ar@tmwa.com

Report Summary	
Scope of Report: This report contains all costs incurred by City of Reno at American Flat Advanced Purified Water Project in accordance with TMWA and City of Reno Interlocal Agreement covering costs incurred during the period referenced above.	
City of Reno Third Party Costs	
<Vendor name 1>	\$ 1,000.00
<Vendor name 2>	\$ 1,000.00
City of Reno Internal Costs	
Wages and Benefits	\$ 500.00
Overhead	\$ 500.00
Total Project Costs Incurred During Period	\$ 3,000.00
Project costs incurred in prior periods	\$ 25,000.00
Project costs incurred in current period	\$ 3,000.00
Total Project Costs incurred by City of Reno	\$ 28,000.00

Instructions

Reno will furnish TMWA this cost report on a quarterly basis no later than the 15th of the month following a quarter end

Reno will provide all invoice copies supporting the costs contained in the report

****Excel workbook with detailed invoice listing supporting vendor summary total provided to TMWA electronically**

Reno will provide reports to support wages, benefits and overhead costs contained in the report

Special Considerations for Grant Requirements - There may be additional requirements for reimburseable federal grants. Examples may include check copies, more detailed payroll reports, purchasing records, etc.

Future determination of Project numbering scheme may alter template layout

For invoice questions please contact:

City of Reno <name> or <email>



	INVOICE
Invoice Date	3/31/20xx
Invoice Number	AMFlat - xxxx
Payment Terms	30 Days
Period	1/1/xx-3/31/xx

City of Reno
Attention:

Invoice Summary

Scope of invoice: Quarterly invoice for Project Costs at American Flat Advanced Purified Water Project in accordance with TMWA and City of Reno Interlocal Agreement covering costs incurred during the period referenced above.

TMWA Third Party Costs

<Vendor name 1>	\$	1,000.00
<Vendor name 2>	\$	1,000.00

TMWA Internal Costs

Wages and Benefits	\$	500.00
Overhead	\$	500.00

Project Costs incurred from City of Reno	\$	3,000.00
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Total Project Costs Incurred During Period	\$	6,000.00
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TMWA and City of Reno Combined Project Costs

Project costs incurred in prior periods	\$	100,000.00
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Project costs incurred in current period	\$	6,000.00
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Total Project Costs	\$	106,000.00
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Project costs allocated to TMWA (30%)	\$	31,800.00
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Project costs allocated to City of Reno (70%)	\$	74,200.00
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Less: Previous project costs paid directly by City of Reno	\$	(28,000.00)
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Less: Previous payments from City of Reno to TMWA	\$	(40,000.00)
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Amount owed this invoice - City of Reno to TMWA	\$	6,200.00
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Instructions

TMWA will furnish City of Reno quarterly invoices by the last day of the month following each calendar quarter end

TMWA will provide copies of invoices received and paid or payable from third parties

TMWA will provide reports to support wages, benefits and overhead costs contained in the invoice

Future determination of Project numbering scheme may alter template layout

Please Remit Payment to:

TMWA Finance Department
1355 Capital Blvd
Reno, NV 89502
ar@tmwa.com

For invoice questions please contact:

Matt Bowman
Financial Controller, TMWA
775-834-8076
mbowman@tmwa.com