



## United States Department of the Interior

### BUREAU OF RECLAMATION

Lahontan Basin Area Office  
705 N. Plaza Street, Rm 320  
Carson City, NV 89701

DEC 19 2018

IN REPLY REFER TO

LO-690  
LND-6.00/2.2.3.18

Letter of Agreement  
Contract No. 19-LC-20-2450

Ms. Daphne Hooper  
City Manager  
City of Fernley  
595 Silver Lace Boulevard  
Fernley, Nevada 89408

Subject: Letter of Agreement, City of Fernley Request for a Turnout from the Truckee Canal –  
LO-2018-1014 – Newlands Project, Nevada

Dear Ms. Hooper:

The Bureau of Reclamation received your SF-299 (Application for a new turnout on the Truckee Canal) on November 1, 2018. In accordance with 43 CFR § 429.16, you must also remit a nonrefundable application fee of \$100 to Reclamation.

The request proposes construction of a turnout on the Truckee Canal and requests the review of documents outlined in the *Agreement Between the City of Fernley and the United States Regarding Settlement of Claims and Protests Over Use of Federal Reclamation Facilities* dated November 13, 2009. The City of Fernley (City) intends to utilize this turnout as a mechanism for delivery of its acquired water rights water to the City water treatment plant.

This Agreement between Reclamation and the City provides for reimbursement of all costs incurred by Reclamation resulting from the City's request to construct a new turnout on federal facilities within the Newlands Project and includes, but is not limited to, review of an efficiency study, accounting rules, the construction plan, engineered drawings, etc.

Appropriate Reclamation staff from various Mid-Pacific Region division and area offices shall participate in meetings, consultation, and coordination as necessary to review documents submitted, review engineering plans and designs, and prepare the consent document pursuant to this Agreement. Reclamation's team may consist of, but is not limited to, staff from the following disciplines: Lands, Water Rights, Engineering, and Special Studies. The City shall be responsible for financing all actual costs incurred pursuant to this Agreement and understands that executing this Agreement does not imply approval of the proposed action requested.

Based upon the foregoing, the PARTIES HEREBY AGREE:

1. **CITY'S PAYMENT OBLIGATION:** The City shall be responsible for advancing to Reclamation the estimated costs and ultimately paying in full, the actual costs incurred for the City's subject activities. Reclamation will provide the City with detailed reports of the costs incurred upon request.
2. **DEPOSIT AND MINIMUM BALANCE:** The City will deposit with Reclamation an advance in the amount of Thirty Thousand Dollars (\$30,000) which will be used to finance the total costs incurred to pursue the activities described above. The City agrees to maintain a balance in the account of Five Thousand Dollars (\$5,000) to cover anticipated costs. Whenever the account balance is less than \$5,000, an additional deposit will be required and the City shall pay such additional deposit to Reclamation within ten (10) working days of notification by Reclamation.
3. **REFUND:** Any unexpended funds advanced by the City pursuant to this Agreement remaining on deposit with Reclamation at the expiration or termination of this Agreement will be refunded.
4. **TERM:** This Agreement is effective upon execution and shall continue in effect until the earlier of the date on which the final subject activity is completed or the date on which this Agreement is terminated by either party by such party providing the other party with a thirty (30) days advance written notice. The City shall be responsible for all expenses incurred prior to the expiration or termination of this Agreement.

If the City agrees with the above, please sign all three duplicate originals of this Agreement on the signature pages and retain one signed original for your records. Return two signed originals to:

Bureau of Reclamation  
Attention: LO-690 (William Coyle)  
705 N. Plaza Street, Suite 320  
Carson City, Nevada 89701

In addition to providing two signed original Agreements to the address provided, please enclose:

- (1) City Council Resolution, as appropriate
- (2) Initial deposit of \$30,000
- (3) Separate \$100 application fee

If you have any questions about this Agreement, you are encouraged to contact me at wcoyle@usbr.gov or (775) 884-8371.

Sincerely,



William Coyle  
Water & Lands Specialist

IN TRIPLICATE

*On behalf of the City of Fernley, I concur with the foregoing:*

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorizing Official Name (Print)

\_\_\_\_\_  
Authorizing Official Title (Print)