

**BOARD OF COUNTY COMMISSIONERS
WASHOE COUNTY, NEVADA**

TUESDAY

10:00 A.M.

MAY 22, 2012

PRESENT:

Robert Larkin, Chairman**
Bonnie Weber, Vice Chairperson
John Breternitz, Commissioner
Kitty Jung, Commissioner
David Humke, Commissioner*

Amy Harvey, County Clerk
Katy Simon, County Manager
Paul Lipparelli, Legal Counsel

The Washoe County Board of Commissioners convened at 10:05 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada. Following the Pledge of Allegiance to the flag of our Country, the Clerk called the roll and the Board conducted the following business:

12-457 AGENDA ITEM 3 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Vice Chairperson Weber recognized several Reno High School government students who were attending the meeting.

Cathy Brandhorst addressed the Board.

Peggy Lear Bowen disagreed with some facts and statistics submitted concerning library usage at the Duncan-Traner and Verdi Libraries. She reminded the Board that it was cheaper to educate than incarcerate.

Sam Dehne stated his concerns about the proposed demolition of the Moana Baseball Stadium and the upcoming fire deconsolidation.

12-458 AGENDA ITEM 4 – ANNOUNCEMENTS

Agenda Subject: “Commissioners’/Manager’s Announcements, Requests for Information, Topics for Future Agendas, Statements Relating to Items Not on the

Agenda and any ideas and suggestions for greater efficiency, cost effectiveness and innovation in County government. (No discussion among Commissioners will take place on this item.)”

Katy Simon, County Manager, announced that agenda items 5, 6, 7 and 8, public hearings for the Tentative Budgets would be pulled since those items were acted upon during the May 21, 2012 special meeting. She also indicated that agenda items 16 and 32 would be pulled from the agenda. Ms. Simon read compliments to County staff that had been received in the Manager’s Office.

Ms. Simon congratulated E-Government Information Officer Chris Matthews for a successful 270-mile bike ride to raise money for AIDS research.

12-459 AGENDA ITEM 9 – RESOLUTION OF APPRECIATION

Agenda Subject: “Resolution of Recognition and Appreciation--Eugene (Gene) Sullivan. (All Commission Districts.)

Commissioner Breternitz read and presented the Proclamation to Eugene Sullivan. Mr. Sullivan read a statement, which was placed on file with the Clerk. He said it had been a pleasure and an honor to work for Washoe County as the Parks and Recreation Director. He was proud of the many accomplishments that preserved and improved the many park facilities within the County.

On behalf of the Sullivan family, Mike Sullivan thanked the Board for presenting his father with the Resolution of Recognition and Appreciation.

Peggy Lear Bowen thanked Mr. Sullivan for his vision and commitment in establishing Rancho San Rafael Park in the way citizens envisioned that area.

Jean Stoess, former County Commissioner, recalled that the Commission gave Mr. Sullivan money and he did wonderful things with that money.

Ginny Kersey thanked Mr. Sullivan for all the programs he established while serving as Parks Director. She said the Master Plan for Rancho San Rafael was a daunting task, but Mr. Sullivan led the way with impeccable leadership and direction.

Sam Dehne commended Mr. Sullivan for his long service to the County and for the many projects and programs that he implemented.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 9 be adopted.

12-460 AGENDA ITEM 10 - PROCLAMATION

Agenda Subject: “Proclamation--May 20-26, 2012 as National Public Works Week--Community Services/ Public Works. (All Commission Districts.)

Vice Chairperson Weber read and presented the Proclamation to Dave Solaro, Acting Public Works Director and Kimble Corbridge, Engineer.

Mr. Solaro thanked the Board for their Proclamation and said he was proud to be associated with Public Works. Mr. Corbridge thanked the Board for their recognition.

In response to the call for public comment, Sam Dehne stated that “Public Works Week” should be “Public Works Year.”

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 10 be adopted.

12-461 AGENDA ITEM 11 - PROCLAMATION

Agenda Subject: “Proclamation--June 2012 as Washoe County Reunification Month-Social Services. (All Commission Districts.)”

Commissioner Jung read and presented the Proclamation to Kevin Schiller, Social Services Director. Mr. Schiller thanked his staff for helping human beings change. He said the foster care rate had dropped due to reunification, which was a significant component in that reduction. He thanked the Board and all the partners that work with the Social Services Department for their support.

There was no public comment on this item.

On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 11 be adopted.

CONSENT AGENDA

***10:46 a.m.** Commissioner Humke arrived.

12-462 AGENDA ITEM 12A

Agenda Subject: “Approve minutes for the Board of County Commissioners' meeting of April 24, 2012.”

Vice Chairperson Weber commended the Clerk’s Office for prompt, concise minutes.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12A be approved.

12-463 AGENDA ITEM 12B - ASSESSOR

Agenda Subject: “Approve roll change requests, pursuant to NRS 361.768 and NRS 361.765, for errors discovered for the 2011/2012 secured and unsecured tax roll; and if approved, authorize Chairman to execute order and direct the Washoe County Treasurer to correct the error(s) [cumulative amount of increase \$144,151.93]. (Parcels are in various Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12B be approved, authorized, executed and directed.

12-464 AGENDA ITEM 12C – DISTRICT ATTORNEY

Agenda Subject: “Approve Resolution requesting the assistance of the attorney general in the possible prosecution of 2 males over the age of 18 for alleged burglary and assistance in the possible petition for juvenile delinquency of 2 juveniles and other matters properly related thereto. (All Commission Districts.)”

In response to the call for public comment, Cathy Brandhorst spoke on the Resolution.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12C be approved. The Resolution for same is attached hereto and made a part of the minutes thereof.

12-465 AGENDA ITEM 12D – HUMAN RESOURCES

Agenda Subject: “Approve reclassification requests submitted through the annual budget job evaluation and classification process as evaluated by the Job Evaluation Committee. These adjustments have been included in the Fiscal Year 2013 budget process and the annual fiscal impact is approximately \$28,000. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12D be approved.

12-466 AGENDA ITEM 12E – MANAGEMENT SERVICES/FIRE SERVICES COORDINATOR

Agenda Subject: “Accept Washoe County Fire Suppression Programs portion of the Fiscal Year 2010 Assistance to Firefighters Regional Communications Grant award from the Department of Homeland Security, Federal Emergency Management Agency, to the Reno Fire Department/Truckee Meadows Fire Protection District [\$31,610]; and authorize staff to accept the County’s portion of the Grant funded purchase of communications equipment, and recognize the County's portion of the required match [not to exceed \$6,322]. (Commission District 5.)”

In response to Vice Chairperson Weber, Katy Simon, County Manager, explained that the Fire Suppression Program was a General Fund supported effort north of Township 22, which was in District 5.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12E be accepted and authorized.

12-467 AGENDA ITEM 12F – SHERIFF/ANIMAL SERVICES

Agenda Subject: “Approve authorization to purchase refreshments and food for Animal Services sponsored public meetings and events [not to exceed \$1,000] for Fiscal Year 2011/2012; and if approved direct the Finance Department to make the appropriate budget adjustments. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12F be approved and directed.

12-468 AGENDA ITEM 12G – TECHNOLOGY SERVICES

Agenda Subject: “Approve (retroactively) an Interlocal Agreement between the Western Regional Water Commission (WRWC) and Washoe County for website development, operation and maintenance, for the period of July 1, 2011 to June 30, 2012; and if approved, authorize automatic renewals beginning July 1, 2012, [not to exceed \$12,500] unless terminated by either party with 30 days written notice prior to renewal. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12G be approved and authorized. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

**12-469 AGENDA ITEM 12H(1) – COMMUNITY SERVICES –
COMMUNITY DEVELOPMENT**

Agenda Subject: “Approve a State of Nevada Manufacturer’s (Brew Pub) License, with recommendations, for CMZ, LLC dba The Brewer’s Cabinet, with direction for each Commissioner to sign the Manufacturer’s License. (Commission District 1.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12H(1) be approved and directed.

12-470 AGENDA ITEM 12H(2) – COMMUNITY SERVICES - PARKS

Agenda Subject: “Approve Interlocal Agreement between Public Agencies (Washoe County and North Lake Tahoe Fire Protection District) for hazardous fuels reduction work to remove vegetation in Washoe County Regional Parks and Open Space facilities [\$47,455.82 funding source - American Recovery & Reinvestment Act 2009]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item

12H(2) be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

12-471 AGENDA ITEM 12H(3) – COMMUNITY SERVICES - PARKS

Agenda Subject: “Approve the extension of the Memorandum of Understanding concerning the Lake Tahoe Path System and the Interlocal Agreement between the Tahoe Regional Planning Agency, Tahoe Transportation District, USDA Forest Service-Lake Tahoe Basin Management Unit, State of Nevada Department of Transportation, State of Nevada Division of State Lands, State of Nevada Division of State Parks, Carson City Parks & Recreation Department, Douglas County Parks & Recreation, Washoe County Regional Parks & Open Space and the Incline Village General Improvement District for the implementation of the Lake Tahoe Bike Path Project. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12H(3) be approved.

12-472 AGENDA ITEM 12H(4) – COMMUNITY SERVICES – PUBLIC WORKS

Agenda Subject: “Approve First Amendment to Lease between Mercey Springs 152 Partners, LLC and Washoe County for a 36 month term, commencing July 1, 2012 through June 30, 2015, to accept a lease concession for the continued occupancy of the North Valleys Library Branch located at 1075 North Hills Blvd., Reno; [Fiscal impact for Fiscal Year 2012/13 \$81,254, funding source - General Fund Lease Clearing]. (Commission District 3.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12H(4) be approved and accepted.

12-473 AGENDA ITEM 12I(1) - FINANCE

Agenda Subject: “Authorize the Tax Collector to strike names and amounts identified on Delinquency/ Uncollectible Personal Property Tax List for tax years 1997/1998 through 2011/2012 [\$85,214.14]. (All Commission Districts.)”

In response to the call for public comment, Cathy Brandhorst spoke on taxes.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12I(1) be authorized.

12-474 AGENDA ITEM 12I(2) - FINANCE

Agenda Subject: “Approve and certify budgets and special assessments for the following as requested by the State of Nevada Department of Conservation and Natural Resources: 1) Paid by the Intergovernmental account in the General Fund for Groundwater Basin charges, cost center 180290 account 710200 for the following: Pleasant Valley Groundwater Basin [\$3,000]; Cold Springs Valley Groundwater Basin [\$3,000]; Honey Lake Valley Groundwater Basin [\$2,000]; Washoe Valley Groundwater Basin [\$3,056.76]; and, Warm Springs Valley Groundwater Basin [\$4,382.26]; 2) From the Nevada State Trust fund 7020 cost center 990037 for the special assessment for Warm Springs/Winnemucca Creek Basin [\$3,000]; 3) From the Nevada State Trust fund 7020 cost center 990034 for the special assessment for the Truckee Meadows/Sun Valley Basin [\$40,000] which is equivalent to a tax rate of \$.0004; 4) From Lemmon Valley Water District fund 7012 cost center 990012 for the Lemmon Valley Groundwater Basin [\$13,000]; and if all approved, 5) Direct the County Clerk to attest the certificates and submit them to the State Engineer with copies to the Treasurer, Comptroller and Budget Division; 6) Direct the Treasurer to bill and collect the special assessments requested by the State Engineer; and, 7) Further direct the Comptroller to pay to the Department of Conservation and Natural Resources the requested funds. Impact to the general fund [\$15,439.02]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin absent, it was ordered that Agenda Item 12I(2) be approved, certified, and directed.

BLOCK VOTE

The following agenda items were consolidated and voted on in a block vote: Agenda Items 17, 19, 21, 22, 23, 24, 25, 27, 28, 29, 30 and 31.

11:00 a.m. Commissioner Humke temporarily left the meeting during the reading of the Block Vote items.

12-475 AGENDA ITEM 17 - SHERIFF

Agenda Subject: “Recommendation to approve Sole Source Purchase for 70 Motorola MC75A handheld Personal Digital Assistants (PDA) and supporting equipment [\$130,122] from Brazos Technology Corp. necessary for the implementation of technology required by the State of Nevada for citation and

automobile collision information for the Washoe County Sheriff's Office; approve transfer from Contingency Account to the Sheriff's Office budget if necessary and direct the Finance Department to make the necessary budget adjustments. (All Commission District.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 17 be approved and directed.

12-476 AGENDA ITEM 19 - TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

Agenda Subject: “Recommendation to approve an Agreement for Professional Consulting Services between the County of Washoe (on behalf of the Truckee River Flood Management Authority) and Marcus G. Faust for Federal Lobbying Services and the management of Steinberg and Associates, a sub-consultant, to lobby Flood Management Authority's interests with the Army Corps of Engineers regionally and in Washington, DC; [\$210,000] plus related expenses; and authorize expenditure from the 1/8 cent sales tax dedicated to the Truckee River Flood Management Project. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 19 be approved and authorized.

12-477 AGENDA ITEM 21 – COMMUNITY SERVICES/COMMUNITY DEVELOPMENT

Agenda Subject: “Recommendation to approve payment [\$205,162 General Fund] to the Truckee Meadows Regional Planning Agency for Washoe County’s share in annual funding to cover the fiscal year from July 1, 2012, through June 30, 2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 21 be approved.

12-478 AGENDA ITEM 22 – COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to accept Air Quality Mitigation Funds for Improvements to Pedestrian and Bike Paths in the Incline Village area [\$400,000 - with no County match]; and accept Operations & Maintenance Mitigation Funds for the Gonowabie Road Slope Repair Project [\$170,000 with \$170,000 match from the Roads special revenue fund 216], both from Tahoe Regional Planning Agency; and if accepted, direct Finance Department to make the appropriate budget adjustments. (Commission District 1.) To be heard before Agenda Item #23.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 22 be accepted and directed.

12-479 AGENDA ITEM 23 - COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to award bid for the Gonowabie Road Slope Repair Project to Landslide Solutions, Inc., the lowest responsive, responsible bidder [\$281,160, funding source – 50% from the Roads Capital Outlay budget and 50% from Tahoe Regional Planning Agency Operations and Maintenance Funds]. (Commission District 1.) To be heard after Agenda Item #22.”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 23 be awarded.

12-480 AGENDA ITEM 24 - COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation to approve funding to NV Energy for the relocation of power facilities for Special Assessment District No. 32 (Spanish Springs Valley Ranches Roads) [not to exceed \$125,000, funding source is the Capital Improvement Fund, Project SA599320]; and if approved, authorize the Acting Public Works Director to execute agreements with NV Energy as agent for Washoe County. (Commission District 4.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 24 be approved, authorized and executed.

12-481 AGENDA ITEM 25 - COMMUNITY SERVICES/PUBLIC WORKS

Agenda Subject: “Recommendation approve change order number one for the 911 Parr Boulevard Roof Replacement Project to Garland/DBS [\$254,894, funding source -Capital Improvement Fund]. (Commission District 3.)

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 25 be approved.

12-482 AGENDA ITEM 27 – COMMUNITY SERVICES/PARKS

Agenda Subject: “Recommendation to award a bid for the Verdi Fire Ecosystem Restoration Implementation Project to the lowest responsive and responsible bidder [\$145,000, funding source - American Recovery & Reinvestment Act 2009]. (Commission Districts 1 and 5.)”

Commissioner Breternitz inquired on the low bidder for this project since that was not mentioned in the staff report.

Dave Solaro, Acting Public Works Director, indicated that bids were received from five companies, but because of changes in the NRS, the two low bidding companies were held non-responsive since they did not list themselves on the subcontractors list. Mr. Solaro stated that the bid was being awarded to Kelly Erosion Control with a base contract amount of \$72,500.

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 27 be awarded.

12-483 AGENDA ITEM 28 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve sole source purchases of computer network equipment, servers, data storage, PCs, printers, and Microsoft licensing through joinder with the Western States Contracting Alliance (WSCA) Master Price Agreements with Dell Inc., Enterasys Networks, Inc. and Master Agreement for Microsoft through DELL/ASAP for State of Nevada; and approve expenditures that [may exceed \$100,000], but will remain within available funding in Fiscal Year 2012-2013. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 28 be approved.

12-484 AGENDA ITEM 29 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve sole source purchases of computer network equipment through Enterasys Networks, Inc. utilizing the Western States Contracting Alliance (WSCA) Master Price Agreement with Enterasys Networks, Inc. and approve expenditures [that exceed \$100,000], but will remain within available funding in Fiscal Year 2011-2012. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 29 be approved.

12-485 AGENDA ITEM 30 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation to approve Fiscal Year 2012/2013 renewal of contracts and service agreements above \$100,000 to be approved as a group by the Board of County Commissioners and authorization for the Purchasing Contracts Manager to sign the contract renewals, as they come due, with approval from the District Attorney or Risk Management when necessary as follows: General Fund EPI-USE America, Inc.: SAP support and implementation services for all platform aspects [not to exceed \$185,000]; Manatron, [not to exceed \$219,651] - fifth year of the 5 year Software Maintenance Agreement for the Treasurer’s Manatron Tax System; Manatron, [not to exceed \$41,205.05] for the Assessor’s Personal Property Data Basic Support; SAP, Renewal of SAP Financial Software System Software Maintenance Agreement, [not to exceed \$288,330] [Total not to exceed \$734,187]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 30 be approved and authorized.

12-486 AGENDA ITEM 31 – TECHNOLOGY SERVICES

Agenda Subject: “Recommendation by the 911 Emergency Response Advisory Committee to approve Fiscal Year 2012-2013 renewal of reimbursement to the City of Reno, for the salaries and benefits of 1.5 Geographic Information Systems (GIS) positions with Emergency 911 funds to support region-wide E911 GIS mapping

services to the Public Safety Answering Points (PSAPS) [not to exceed \$139,410]. (All Commission Districts.)”

There was no public comment on this item.

On motion by Commissioner Breternitz, seconded by Commissioner Jung, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that Agenda Item 31 be approved.

11:03 a.m. The Board convened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners. Commissioner Humke returned at the beginning of the TMFPD meeting.

11:33 a.m. The Board recessed into a closed session as the TMFPD Board of Fire Commissioners and convened as the Sierra Fire Protection District (SFPD) Board of Fire Commissioners.

11:42 a.m. The Board recessed into a closed session as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

12-487 AGENDA ITEM 15 – SHERIFF

Agenda Subject: “Presentation by the Bureau of Land Management in coordination with Washoe County Sheriff’s Office relating to Law Enforcement duties on BLM property. (All Commission Districts.)”

Mike Marquart, Nevada State Chief Ranger for the Law Enforcement Division, and Scott Fisher, Carson City District Field Staff Ranger, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation highlighted Bureau of Land Management (BLM) regulations on public lands to include: authority; process; purpose and intent; myths; and, proposed rules.

Commissioner Humke asked if the BLM was part of the Department of the Interior (DOI) and, if the rangers were cross-deputized with local law enforcement. Ranger Marquart replied that the BLM was part of the DOI, but were not mandated to be cross-deputized. In the State, he said they were cross-deputized in Pershing County for the week of the Burning Man event.

Commissioner Humke asked if the Washoe County Sheriff’s Office (WCSO) considered cross-deputizing BLM rangers. Todd Vinger, Undersheriff, explained that the WCSO had a good relationship and worked collaboratively with the BLM. Under federal guidelines and grants, he said the WCSO assisted in patrolling some of the zoned regions of the BLM.

Commissioner Jung asked why illegal dumping was not addressed in the presentation. Ranger Marquart said some regulations were already on the books and did

not need to be revised. Commissioner Jung asked if any outreach was conducted to educate the public if they came across signs of a marijuana grove in the desert. Ranger Marquart indicated that State Field Offices conducted safety training within the Bureau on what to look for, what not to do or how not to interact if a grove was found. In terms of public education, he said that was left to local Sheriff Departments to conduct.

There was no action taken or public comment on this item.

12-488 AGENDA ITEM 18 - SHERIFF

Agenda Subject: “Introduction and first reading of an ordinance amending Washoe County Code (Chapter 54) concerning Alarm Registration and False Alarms by deleting WCC 54.040(5)(d) removing the authority of the alarm administrator to waive or reduce renewal registration fees and by modifying Appendix A (Fee Schedule) for the same purpose. (All Commission Districts.)”

Commissioner Breternitz said he had asked for the modification to this ordinance. After a spirited meeting with the Washoe County Sheriff’s Office (WCSO), he understood the amendments and was in support of them.

Commissioner Humke hoped there would not be any missteps of the Board in approving these amendments. He asked for an explanation on the effect of the proposed changes.

Todd Vinger, Undersheriff, stated that false alarms had reduced in the County by 61 percent due to the fact there was a program that required a person to place two phone numbers on the list. He said 99.7 percent of all alarms were false, which drew two officers to the call for a minimum of one to two hours. In 2010/11, Undersheriff Vinger said the fees brought in \$127,000 to operate the ordinance, which was a nationwide model ordinance and worked well in the Cities of Reno and Sparks in reducing their false alarms. He said when the change occurred in section D, the revenue reduced to \$49,000. While creating less alarms, it reduced the amount of money to have a sustainable operation of the ordinance. He explained attempts were made to locate a local provider; however, since 2010 no local provider had come forward or shown the ability to perform the service. Undersheriff Vinger indicated that the current provider was sold and the new owner was willing to have a footprint in the City of Reno. He requested the Board approve the amendments in order to match the Cities of Reno and Sparks and the many other jurisdictions that had the same ordinance. This was a sustainable ordinance that reduced the amount of alarms and allowed officers to respond to accurate calls for service.

Commissioner Humke asked if the amendment would restore the high-end of the revenue stream. Undersheriff Vinger replied it may, but because of the economic situation indicated there were less alarms. Commissioner Humke asked for a description of the number of citizen complaints received in a year over the ordinance and, if the alarm industry had experienced many business closures. Undersheriff Vinger replied

there had not been any complaints recently, but there were a few concerns with the proposed change. He remarked that the changes would help the WCSO fine-tune the issues to better serve the community. He did not believe many alarm companies were going out of business, but they were having the same issues as other businesses.

There was no public comment on this item.

Amy Harvey, County Clerk, read the title for Bill No. 1670.

Bill No. 1670, entitled, "**AN ORDINANCE AMENDING WASHOE COUNTY CODE (CHAPTER 54) CONCERNING ALARM REGISTRATION AND FALSE ALARMS BY DELETING WCC 54.040(5)(D) REMOVING THE AUTHORITY OF THE ALARM ADMINISTRATOR TO WAIVE OR REDUCE RENEWAL REGISTRATION FEES AND BY MODIFYING APPENDIX A (FEE SCHEDULE) FOR THE SAME PURPOSE,**" was introduced by Commissioner Breternitz, and legal notice for final action of adoption was directed.

12-489 AGENDA ITEM 20 – COMMUNITY SERVICES/BUILDING AND SAFETY

Agenda Subject: “Introduction and first reading of an Ordinance amending the Washoe County Code Chapter 100 (Washoe County Building Code) to adopt the 2009 International Energy Conservation Code (the “IECC”) (replacing the 2006 IECC) together with the 2011 Northern Nevada Amendments, effective July 1, 2012, and providing other matters properly related thereto. Public hearing and adoption to be held on June 12, 2012. (All Commission Districts.)”

Commissioner Breternitz inquired on the jurisdictions that agreed to the northern Nevada amendments. Don Jeppson, Building and Safety Director, explained when the 2006 Building Code was adopted local jurisdictions had the same amendments. Under the 2007 amendments to the Energy Code, the jurisdictions included, the Cities of Reno and Sparks, Washoe County, Carson City, Lyon County and Fernley, but now other jurisdictions wanted to include the amendments to the 2012 Code.

Vice Chairperson Weber inquired about “International” associations since some citizens were concerned about the use of international. She asked if adopting the amendments for northern Nevada took the step out of international. Mr. Jeppson explained that “International” was for public relations. He indicated there used to be three separate Building Codes in the country and, beginning in the 1990’s, it was discussed to combine those into a single Code. In those discussions, the title “International” was devised in order to market the Code overseas. He clarified that it was a United States run organization and was a model Code, which enabled local jurisdictions to make amendments based on climate, culture or business practices.

There was no public comment on this item.

Amy Harvey, County Clerk, read the title for Bill No. 1671.

Bill No. 1671, entitled, "**AN ORDINANCE AMENDING THE WASHOE COUNTY CODE CHAPTER 100 (WASHOE COUNTY BUILDING CODE) TO ADOPT THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE (THE "IECC") (REPLACING THE 2006 IECC) TOGETHER WITH THE 2011 NORTHERN NEVADA AMENDMENTS, EFFECTIVE JULY 1, 2012, AND PROVIDING OTHER MATTERS PROPERLY RELATED THERETO,**" was introduced by Commissioner Jung, and legal notice for final action of adoption was directed. It was noted that the public hearing and adoption would be held on June 12, 2012.

12-490 AGENDA ITEM 26 – COMMUNITY SERVICES/PARKS

Agenda Subject: "Acknowledge status report of dog related issues in parks managed by Regional Parks and Open Space with possible direction to staff. (All Commission Districts.)"

Al Rogers, Acting Regional Parks and Open Space Director, conducted a PowerPoint presentation, which was placed on file with the Clerk. The presentation included the on-leash pilot program, Chapter 95 – Dogs on Leash, community partners and the next steps. Mr. Rogers showed a Public Service Announcement (PSA) that would soon be distributed for public viewing. A copy of the PSA was placed on file with the Clerk.

Commissioner Jung commended staff on the campaign.

Commissioner Humke said he had requested this item and also commended staff for the on-going effort to make dog owners responsible for picking up after their dogs.

****12:30 p.m.** Chairman Larkin participated in the meeting via telephone.

There was no public comment on this item.

On motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried, it was ordered that Agenda Item 26 be acknowledged.

12-491 AGENDA ITEM 33 - FINANCE

Agenda Subject: "Remove from the table, discussion and possible action to approve an amended "Interlocal Agreement (TRFMA Assets and Services)" with the Truckee River Flood Management Authority regarding (1) the timing and method of transfer to TRFMA of funds (approximately \$25 million), property (approximately \$30 million in value), and contracts acquired by the County with

proceeds of the Flood Infrastructure Tax for the Truckee River Flood Management Project and held by County, and (2) agreeing to provide human resources, information technology, telecommunications and equipment maintenance services to TRFMA and the fees and charges for those services; and (3) agreeing to remove \$4 million from funds placed in escrow for the possible purchase of a portion of the UNR Farm property from the Board of Regents of the University of Nevada and pay the funds to the TRFMA; Authorize the chairman to execute all requests and orders to transfer funds; all deeds, bills of sale and documents to accomplish the transfer of funds and property and the assignment/novation of contract rights and obligations. (All Commission Districts.)”

Sheri Mendez, Finance Director, explained that on March 13, 2012 the Board of County Commissioners (BCC) took action to table consideration of a proposed Interlocal Agreement pending some actions to be taken by the Truckee River Flood Management Authority (FMA) Board of Directors. At the FMA April 13, 2012 meeting, the FMA Board appointed an Executive Director for one year, effective when the County approved the transfer of funds and assets. The FMA approved the proposed agreement with two changes, and requested the transfer of assets as set out in the Interlocal Cooperative Agreement (ICA) establishing the Authority. It was recommended that the BCC remove the agreement from the table, and consider approving the Asset Transfer and Services Agreement as amended, and consider authorizing the transfer of assets.

Ms. Mendez explained the two changes to the Transfer Asset and Service Agreement made by the FMA Board were:

- The original agreement provided for a fund transfer date of March 26, 2012. Obviously, that could not be accomplished, so the transfer date was changed to read “as required by the ICA and consistent with its provisions.” Staff believes that that transfer could begin immediately. (See paragraph 5.02.A in the agreement.)
- Subparagraph 5.02.B.c was deleted. That subparagraph provided that the County “may delay the transfer of funds if County reasonably believes that the Authority lacks sufficient accounting, executive authority, budget authority, cash control and audit control measures in place to responsibly administer the funds. Disputes regarding County’s belief shall be referred to the Committee on Local Government Finance established under NRS 354.594 who may make the determination.”

Chairman Larkin asked for the current status on the review of the Interlocal Agreement, specifically item 5.02.B.c. Paul Lipparelli, Legal Counsel, replied that the Interlocal Agreement previously approved by the BCC and the FMA, established that the County had 90 days after receipt of a request from the FMA to transfer the assets. He said the current agreement was a refinement of the terms of the transfer of assets to the FMA and, when that agreement was entertained by the FMA Board, was approved with the deletion that would have authorized the County to delay the transfer of funds if the County believed the FMA lacked sufficient accounting, executive authority, budget

authority, cash control and audit control measures in place to responsibly administer the funds. Mr. Lipparelli said the question was if the BCC wished to approve an agreement that did not contain that provision, and rely upon other provisions in the agreement approved by the FMA to ensure that the tax revenues the County collected were properly spent by the FMA. The other measures included, holding two seats on the FMA by the BCC, and the currently constituted unanimous voting requirement on the FMA that would position the County to use the same veto power that all agencies possessed on matters that came before the FMA. Mr. Lipparelli indicated that the other protections included the Interlocal Agreement and the agreement that the BCC was contemplating, which both contained requirements for the FMA to establish that they had adequate systems, procedures, protocols and oversight in place in order to manage taxpayer money. The County was not being asked to transfer the money without any protection, but the County was being asked to transfer the money without the contractual authority to withhold future distributions if problems arose. He said there was an expressed provision in the Asset and Transfer Agreement that acknowledged the authority the County had to seek an injunction in civil court against improper expenditures of taxpayer dollars by the FMA. Mr. Lipparelli said the BCC could discuss all the measures that had taken place thus far by the FMA that put in place these protections.

Chairman Larkin said 5.02.B.c. identified specific parameters. He agreed that the FMA put in place a number of items, the due diligence necessary for operational purposes, and had temporarily placed into effect an Executive Director. However, he was perplexed on the voting structure, the inability to make decisions or expend the funds in a timely process dealing with flood control. He said the BCC had the fiduciary responsibility to ensure that the FMA could make decisions that protected the community.

Mr. Lipparelli said the District Attorney's Office and the former Finance Director both advised against the unanimous voting requirement for the FMA Board since it presented a number of legal and financial problems, which had become obvious based on the inability of the FMA to act on a number of items. The opinion was formed that under State law budgets had to be approved by a majority vote of a local governing board. The unanimous voting requirement of the contractual arrangement was contrary to what State law mandated, and may not be enforceable as to decisions made by the FMA in regard to budgets. Mr. Lipparelli said the local governments of the County and the City of Sparks both voted to change that structure, but the Reno City Council had thus far postponed any action. He said the current structure of the FMA presented potential legal problems that could involve the assets the County was being asked to transfer. Without the ability to successfully act on a number of items, the FMA could place those assets in jeopardy. Mr. Lipparelli said if the BCC was inclined to approve the version of the agreement the FMA approved, it was not without remedies, but it did not include the contractual ability to delay a transfer of future assets.

Chairman Larkin asked if a staged release of assets contingent upon a successful resolution of the voting structure was within the authority of the BCC. Under the existing Interlocal Agreement, Mr. Lipparelli said the voting structure was a

unanimous voting structure and, until that was changed by voluntary action of the founding governments or invalidated in some legal way, it was how the FMA was established. The decision to stage the transfer of assets was not contemplated by the existing Interlocal agreement or the proposed agreement. He said there was an argument that the failure or refusal of the County to transfer the assets placed the County in a potential breach of the initial Interlocal Agreement. However, it could take some time to accomplish the physical act of transferring the assets, so theoretically the County had until July 20, 2012 before it was in jeopardy of being accused of breach.

Chairman Larkin said the BCC had not yet agreed to the elimination of 5.02.B.c, and was still in discussion. Mr. Lipparelli agreed. He said the FMA deleted that section when it acted on the proposed contract and the BCC could either agree to that deletion or send it back to the FMA with that language restored or another similar provision. Chairman Larkin said the 90-day window was a moving window based upon the BCC agreeing that 5.02.B.c had been met. Mr. Lipparelli said it was complicated that the provision of two agreements was being blended. A basis would have to be found in the original agreement or the new agreement to structure a timed transfer of the assets.

Commissioner Jung asked how long the unanimous voting structure had been in place. Mr. Lipparelli replied it was required since the beginning of the FMA. Commissioner Jung asked when the disconnect began in the voting structure. Jay Aldean, FMA Executive Director, replied that disconnect began in December 2011. Commissioner Jung said before December many items were completed. Mr. Aldean indicated that the Flood Management Coordinating Committee (FMCC) also had the stipulation of a unanimous voting requirement and noted that hundreds of votes were taken unanimously. When the FMA deleted section 5.02.B.c, Commissioner Jung asked if that was a unanimous vote. Mr. Aldean replied that was voted on unanimously. Commissioner Jung did not understand the issue. What needed to be remembered was that this was taxpayer money specifically for the flood project. She felt it was time for the assets to be transferred according to the law and the contract.

Commissioner Breternitz believed that the County maintained a certain fiduciary use of the money, but felt that the requirement for a unanimous vote was an abomination. He did not want to move forward until the voting was restructured and the inclusion of the deleted paragraph so the County had oversight over the use of those funds.

Commissioner Jung stated there was a vote to move to majority rule for the FMA, but had not been agreed upon by another municipality.

Chairman Larkin inquired on the fiduciary responsibility and how the BCC could exercise that responsibility. He also questioned how many members were present at the FMA meeting when 5.02.B.c was deleted. Without a change in the voting structure, and based on 5.02.B.c, he would not vote to transfer all the assets since it would be a failure of the BCC's fiduciary responsibility.

Greg Salter, Deputy District Attorney, replied that two members of the FMA were not present, which were the representatives from Washoe County. He said when NRS 377B was passed it became a statutory responsibility that the County would be responsible for administering the infrastructure tax money, which at the time included three projects, but now included one project. When the FMA was created, Mr. Salter said part of the authority was delegated with the ability to decide on what went into the 377B Plan, which was a plan that stated what the money would be spent on. In the Interlocal Agreement, the County reserved the responsibility to ensure the funds were administered in accordance with 377B. He said an irrevocable pledge had to be made of the net revenues of that infrastructure, but in the Interlocal Agreement, the County retained the obligation that 377B was being administered. The County had the right to file a lawsuit if something would cause a violation of NRS 377B and could stop what the FMA was attempting and then the FMA would receive a 60-day notice for the opportunity to correct the action.

Commissioner Jung asked on the foreseen impacts if this item continued to be tabled and the assets not transferred. Mr. Aldean explained that the FMA had voted to send a contribution of \$1.4 million to the Army Corp of Engineers (Corps) for the express purpose of keeping the project moving forward. He said the Corps was requesting a self-certification letter; however, the FMA's Chief Financial Officer (CFO) did not want to sign a letter to the Corps stating the money was available. This illustrated why the community went to a single agency to represent the local sponsors to the Corps. Mr. Aldean indicated all the negotiations had been developed in order for one agency to be the community spokesperson. He said the Corps reviewed the charter and the interlocal agreement that formed the agency and approved them as being able to serve as a local sponsor. It was important that the FMA become an autonomous agency and act on the basis they felt was best for the region.

Chairman Larkin commented that the Corps had promised many actions without conclusions over the last 10 years. He questioned the reasoning why the Corps would honor this agreement. Mr. Aldean replied that the Corps had never received a payment from the community. It was structured so the federal government would pay the full amount of the study and had contributed about \$40 million. He said the FMA had agreed to pay the \$1.4 million to conclude and terminate the project with the Corps. He agreed that they had never honored any of the promises made in regard to schedules, but this would be an official agreement and suspected it would be taken seriously. He felt the Corps was working with due diligence to arrive at a schedule. Chairman Larkin asked if the FMA approved the agreement with the Corps. Mr. Aldean stated the agreement for the \$1.4 million had been approved in May. Chairman Larkin asked if it would create a problem if an item that enabled the \$1.4 million was placed on a future BCC agenda. Mr. Aldean stated that would cause a problem because it was hoped that the CFO of the FMA could sign the self-certification letter today. He indicated the FMA owed a letter to the Corps by the end of May, stating they had the \$1.4 million. The Corps would not accept a signature from the County's Finance Director and would only deal with the FMA. Chairman Larkin asked how much of the \$1.4 million would go to the flood project. Mr. Aldean replied zero would go toward the flood project. Commissioner Jung indicated that

the \$1.4 million had everything to do with the ability to execute any protections of the community because it was the first report that was needed. Mr. Aldean concurred.

Vice Chairperson Weber inquired when the one-eighth cent tax was implicated and who implemented that tax. Mr. Salter replied that tax was implemented in 1998, enacted by the Legislature and then the County passed the ordinance.

Katy Simon, County Manager, indicated that the initial legislation called for a one-fourth percent sales tax increase and, subsequent to the final vote on that legislation, was divided into two parts. One part was dedicated to the ReTrac Project and one part was for an adopted facilities plan pursuant to the legislation that included funding for the flood project, the Emergency Operations Center (EOC) Dispatch Center and the Regional Public Safety Training Center.

Vice Chairperson Weber stated her concerns and before moving the money to another account, she said there needed to be checks and balances.

In response to the call for public comment, Peggy Lear Bowen said there was a difference in the concept of quorum. The fact that two members were absent did not constitute a unanimous vote because the unanimous vote could not be obtained.

Commissioner Breternitz believed the County had done past actions contingent on other things happening. He was a strong supporter of the flood project, but had issues related to the voting structure.

Because two members were absent from the FMA meeting when the vote was taken, Vice Chairperson Weber asked if the FMA would reconsider and include those members in the vote. Commissioner Jung stated she was the BCC's appointed member on the FMA and did not have a problem with the outcome of the vote. She was concerned this was being placed further at risk in terms of continuing with the Corps. Vice Chairperson Weber felt this was the BCC's financial responsibility and, if two members were not present to vote, believed it was a matter of record.

Chairman Larkin made a motion to remove this item from the table for discussion and possible action. Commissioner Breternitz seconded the motion.

Commissioner Humke did not favor that motion. He suggested continuing to have the item reside on the table which would have the same effect.

Mr. Lipparelli explained it would be appropriate to accept a motion to remove the item from the table, which would position the BCC to act on what was previously tabled.

Commissioner Breternitz asked if there was intent with the motion to have discussion related to the concept Chairman Larkin presented earlier relating to

contingencies. Chairman Larkin stated there was intent to have a secondary motion to convey a possible action related to contingency actions.

Since there was not another BCC meeting scheduled until June 12, 2012, Ms. Simon suggested a placeholder for the possibility the BCC could authorize the commitment of the \$1.4 million needed in order to meet the May 31st deadline for that money to be committed to the Corps.

On call for the question, the motion to remove this item from the table for discussion and possible action passed on a 5 to 0 vote.

Chairman Larkin moved to reject the FMA Transfer of Assets Agreement, principally the 5.02.B.c elimination, and to send the Agreement back to the FMA for discussion of inclusion of 5.02.B.c into any future agreement related to the transfer of assets. Commissioner Breternitz seconded the motion.

Chairman Larkin asked if the rejection of the Interlocal Agreement and the discussion related to 5.02.B.c still initiated that discussion about the transfer back to the FMA. Mr. Lipparelli asked for clarification of the question. Chairman Larkin explained that the motion was to reject the Interlocal Agreement Transfer of Assets and Services, specifically related to 5.02.B.c, for the FMA to reconsider that item and discussion. He asked if that motion reset that discussion. Mr. Lipparelli said a majority vote on the motion would have the effect of rejecting the version of the agreement the FMA Board approved, but it would not constitute an approval by the BCC of any version of the agreement. A possibility was for the BCC to affirmatively act on the version of the agreement that it believed was appropriate and send that back to the FMA Board for consideration.

Chairman Larkin modified the motion to also include the approval of the inclusion of 5.02.B.c in the Interlocal Agreement being sent back to the FMA. The seconder agreed.

1:28 p.m. Commissioner Humke left the meeting.

For clarification, Mr. Lipparelli read 5.02.B.c that stated, “may delay the transfer of funds if County reasonably believes that the Authority lacks sufficient accounting, executive authority, budget authority, cash control and audit control measures in place to responsibly administer the funds. Disputes regarding County’s belief shall be referred to the Committee on Local Government Finance established under NRS 354.594 who may make the determination.” He understood the motion to be to approve an Asset and Services Agreement with the FMA containing the language just read known as paragraph 5.02.B.c.

Commissioner Jung questioned how a non-member of the FMA could place an item on the agenda. Mr. Lipparelli recalled that FMA Board members may request the Chair of the FMA Board to place an item on the agenda, but if a person was

not a member of the FMA Board they did not have any special authority to request an item. He explained being proposed now was the approval of an agreement by the BCC and the request it be delivered to the FMA for consideration. How it was placed on the agenda of the FMA was a function of that agency. In the past, Commissioner Jung believed that the BCC told the FMA the funds would not be transferred until there was an Executive Director, but now there was an Executive Director. She would not support the motion and felt it was an unnecessary delay at the 11th hour.

Commissioner Breternitz recalled when the discussion occurred, the appointment of director was important, but it was the approval of the transfer agreement as well as a modification of the voting structure.

Vice Chairman Weber inquired about moving forward with the \$1.4 million and asked if that would be considered in a subsequent motion. Mr. Lipparelli cautioned that Item 33 did not contain any notice to the public that the BCC would vote to approve a \$1.4 million transfer to the FMA or to the Corps. He said there may be other mechanisms by which the County could accomplish the same thing through dealing with the Corps or through other means that financial transfers could legally occur. Mr. Lipparelli commented that the contract for Mr. Aldean approved unanimously by four members of the FMA Board was conditional upon the BCC agreeing to the transfer of funds. He clarified that the Executive Director only had a contract if the BCC approved the transfer of the funds, if the transfer was not approved, then that contract was not in affect.

At the request of Vice Chairperson Weber, Amy Harvey, County Clerk, read back the following motion: Chairman Larkin made a motion to reject the new or the FMA Transfer of Assets Agreement and to send it back to the FMA for discussion or inclusion in any future agreement related to the transfer of assets. Seconded by Commissioner Breternitz. Also to include the approval of the inclusion of subparagraph 5.02.B.c that the County “may delay the transfer of funds if County reasonably believes that the Authority lacks sufficient accounting, executive authority, budget authority, cash control and audit control measures in place to responsibly administer the funds. Disputes regarding County’s belief shall be referred to the Committee on Local Government Finance established under NRS 354.594 who may make the determination.”

On call for the question, the motion passed on a 3 to 1 vote with Commissioner Jung voting “no,” and Commissioner Humke absent.

Chairman Larkin moved that the BCC consider the timing and method of the transfer of funds to the FMA for approximately \$25 million in property, and approximately \$30 million in value, and contracts required by the County with the proceeds of the Flood Infrastructure Tax for the Truckee River Flood Management Agency held by the County at a time subsequent to the changing of the voting structure of the FMA. Commissioner Breternitz seconded the motion.

Mr. Lipparelli asked if the motion was a condition to the approval of the agreement that was just accomplished under Agenda Item 33, or was it meant to be a separate action by the BCC. Chairman Larkin stated the motion should have included the acceptance by both the FMA and the BCC of the revised Interlocal Agreement, in addition to the timing and a method of transfer being subsequent to a change in the voting structure of the FMA. The seconder agreed with the clarification. Mr. Lipparelli said Item 33 contemplated action on an agreement between Washoe County and the Truckee River Flood Management Authority regarding these various items. He said that action had been taken by the motion and was approved by a 3 to 1 vote. It would have been permissible for the contract that was approved to be amended to contain a provision that made it conditionally affective upon action on the voting structure change, but as a stand alone item he did not read Item 33 to contemplate the action in the current motion.

Chairman Larkin withdrew the motion. The seconder agreed.

There was no further action taken on this item.

1:46 p.m. Chairman Larkin left the meeting.

12-492 AGENDA ITEM 34 - MANAGER

Agenda Subject: “Update on status of Shared Services efforts and possible direction to staff. (All Commission Districts.)”

Katy Simon, County Manager, indicated that the scheduled Shared Services meeting had been cancelled due to the special County Commission meeting to approve the 2012/13 Tentative Budgets.

There was no action taken or public comment on this item.

12-493 AGENDA ITEM 35 – MANAGEMENT SERVICES

Agenda Subject: “Update and discussion on the 2012 Nevada Legislative Interim Committees and Studies, legislation or legislative issues proposed by legislators, by Washoe County or by other entities permitted by the Nevada State Legislature to submit bill draft requests, or such legislative issues as may be deemed by the Chair or the Board to be of critical significance to Washoe County. (All Commission Districts.)”

John Slaughter, Management Services Director, explained there was no further update since the update was provided during the Legislative Workshop held on May 21, 2012.

There was action taken or public comment on this item.

12-494 AGENDA ITEM 37 – REPORTS AND UPDATES

Agenda Subject: “Reports/updates from County Commission members concerning various boards/commissions they may be a member of or liaison to.”

Vice Chairperson Weber attended the Regional Transportation Commission (RTC) and the Reno-Sparks Convention and Visitors Authority (RSCVA) meetings. She reminded the public there would be a meeting at the Verdi Elementary School on May 24, 2012 to discuss concerns surrounding Fire Station 35.

Commissioner Jung reported that the Community Assistance Center (CAC) Transitional Governing Board met and approved some staff recommendations to remain in compliance with the Housing and Urban Development (HUD) Grants. She indicated that the Truckee Meadows Water Authority (TMWA), Flood Management Authority (FMA) and the Western Regional Water Commission (WRWC) met to approve the final budgets to be submitted to the State.

Commissioner Breternitz said the Nevada Tahoe Conservation District (NTCD) met and were moving forward with the Strategic Plan. He said the Tahoe Regional Planning Agency (TRPA) was scheduled to meet on May 23 and 24, 2012 to hold public hearings regarding the Regional Plan update and the Draft Environmental Impact Study (EIS). He requested that Agenda Item 16, which was pulled from the agenda be brought back as an action item with recommendations from staff.

12-495 AGENDA ITEM 40 – PUBLIC COMMENT

Agenda Subject: “Public Comment. Comment heard under this item will be limited to two minutes per person and may pertain to matters both on and off the Commission agenda. The Commission will also hear public comment during individual action items, with comment limited to two minutes per person. Comments are to be made to the Commission as a whole.”

Peggy Lear Bowen spoke on the reconfiguration of library statistics for library usage.

Carole Billau discussed the proposed two-man rescue crew for Hidden Valley that would have minimal attack during a wildfire. She hoped that the Board’s decisions would not affect her home and her community.

12-496 AGENDA ITEM 38 – CLOSED SESSION

Agenda Subject: “Possible Closed Session for the purpose of discussing labor negotiations with Washoe County, Truckee Meadows Fire Protection District and/or Sierra Fire Protection District per NRS 288.220.”

2:02 p.m. On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that the meeting recess to a closed session for the purpose of discussing labor negotiations with Washoe County, the Truckee Meadows Fire Protection District and the Sierra Fire Protection District per NRS 288.220.

12-497 AGENDA ITEM 36 – WORK CARD

Agenda Subject: “The Washoe County Commission will adjourn from the Commission Chambers and reconvene in the County Commission Caucus Room (1001 E. 9th Street, Building A, 2nd Floor, Reno) to consider the work card permit appeal for Jason Hoener. The HEARING will be a CLOSED SESSION to discuss the applicant’s character or other matters under NRS 241.030(1). Following the Closed Session, the Commission will return to open session in the Commission Chambers to take action on the appeal and finish the remainder of the May 22, 2012 Board Agenda.”

2:02 p.m. On motion by Commissioner Jung, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin and Commissioner Humke absent, it was ordered that the Board recess to a Closed Session to consider the work card permit appeal for Jason Hoener pursuant to NRS 241.030(1).

5:18 p.m. The Board reconvened with Chairman Larkin and Commissioner Jung absent.

Commissioner Humke moved to deny the work card permit appeal for Jason Hoener. Commissioner Breternitz seconded the motion.

Paul Lipparelli, Legal Counsel, said the Board had concluded a confidential review of the records and statements. He said the motion should include findings with regard to the grounds that existed for the refusal, which include Washoe County Code Chapter 25.0542, “the revocation or suspension of a holders permit within the last five years.” He said that a permit revoked or suspended within the last five years could be used as a basis of upholding the denial of the permit that was applied for in 2012.

Commissioner Humke said the applicant previously had a work card permit, which was granted in 2007 then suspended by the Washoe County Sheriff’s Office Internal Review Board and upheld by the County Commission. The applicant appealed to the County Commission in July 2011 and determined that he could re-appeal in about nine months. However, that was complicated by the fact that two additional charges turned up, which were attached to the same set of facts of February 12, 2011, when the applicant was cited on one charge, but two new charges took place that resulted from the initial vehicle stop and apparently all parties were not aware of those new charges until it reached the Internal Review Board. He explained that the count the applicant pled guilty to, violated the County Ordinance pertaining to work card permits,

therefore, disqualifying the applicant. Commissioner Humke apologized that the two additional charges were discovered at the late date.

Mr. Hoener, applicant, indicated when he appeared before the Board in July 2011, he was told that if he stayed clean and sober, he could return in six months for reconsideration. He wished the Board saw the circumstances differently.

Vice Chairperson Weber stated she was having difficulty with the decision, but would support the motion.

On call for the question, the motion to deny the work card permit appeal for Jason Hoener passed on a 3 to 0 vote with Chairman Larkin and Commissioner Jung absent.

5:30 p.m. The Board reconvened as the Truckee Meadows Fire Protection District (TMFPD) Board of Fire Commissioners with Chairman Larkin and Commissioner Jung absent.

5:34 p.m. The Board adjourned as the TMFPD and reconvened as the Sierra Fire Protection District Board of Fire Commissioners with Chairman Larkin and Commissioner Jung absent.

5:35 p.m. The Board adjourned as the SFPD Board of Fire Commissioners and reconvened as the Board of County Commissioners.

* * * * *

5:38 p.m. There being no further business to discuss, on motion by Commissioner Humke, seconded by Commissioner Breternitz, which motion duly carried with Chairman Larkin and Commissioner Jung absent, the meeting was adjourned.

ROBERT M. LARKIN, Chairman
Washoe County Commission

ATTEST:

AMY HARVEY, County Clerk and
Clerk of the Board of County Commissioners

*Minutes Prepared by:
Stacy Gonzales, Deputy County Clerk*

RESOLUTION

A resolution requesting the assistance of the attorney general in the possible prosecution of 2 males over the age of 18 for alleged burglary and assistance in the possible petition for juvenile delinquency of 2 juveniles and other matters properly related thereto

WHEREAS, the Office of the District Attorney is responsible for the prosecution of certain criminal offenses which have occurred within Washoe County and for petitioning the Juvenile Court for determination of juvenile delinquency;

WHEREAS, at all times relevant to the matters discussed below Lonnie Jackson, Jr. was a close personal friend and the "godson" of Washoe County District Attorney Richard A. Gammick;

WHEREAS, an investigation by law enforcement officials concluded that Lonnie Jackson, Jr. and Melvin Cravin-Coletti may have committed burglary or other similar crimes in the City of Reno and a prosecutor needs to evaluate the report of the investigation and whether to file criminal charges;

WHEREAS, Washoe County District Attorney Richard A. Gammick was a work associate and close personal friend of Mr. Jackson's late father;

WHEREAS, two juveniles were involved with Mr. Jackson in the alleged burglary and a prosecutor needs to evaluate the report of the investigation and whether to file petitions alleging juvenile delinquency or related petitions;

12-464

WHEREAS, it would be most efficient for the administration of the potential criminal and delinquency cases that a single prosecutor's office handle the entire matter involving all the potential defendants;

WHEREAS, it is essential in our judicial system that the conduct of the Office of the District Attorney and its prosecutors remain free of any appearance of conflict of interest or impropriety and if the Washoe County District Attorney's Office proceeds with the case involving Lonnie Jackson, Jr., there could be a conflict of interest or the appearance of one,

NOW THEREFORE, be it resolved by the Board of Commissioners of Washoe County as follows:

1. That in accordance with the provisions of NRS 228.130, the Nevada Attorney General is hereby requested to assume complete responsibility for the handling of the potential criminal prosecution of Lonnie Jackson, Jr. and/or Melvin Cravinoletti for burglary or similar charges stemming from the recent incident in the City of Reno.

2. That the Nevada Attorney General is hereby also requested to assume complete responsibility for the handling of the potential juvenile delinquency matter of the juveniles involved in the incident with Mr. Jackson.

3. That should the Attorney General agree to assume responsibility for the handling of the aforementioned case, the Comptroller of Washoe County will, upon submission of a duly verified claim, pay from the general fund of Washoe County all expenses that the Attorney General incurs in the prosecution of said case.

[Business Impact Note: The Board of County Commissioners hereby finds that this resolution does not impose a direct and significant economic burden upon a business, nor does it directly restrict the formation, operation or expansion of a business.]

ADOPTED this 2nd day of May, 2012,
by the following vote:

AYES: Weber, Humke, Bretornitz, Jung
NAYS: _____
ABSENT: _____
ABSTAIN: Larkin

Bonnie Weber - Vice Chair
for ROBERT M. LARKIN, Chairman

ATTEST:

Amy Harvey
AMY HARVEY, County Clerk

INTERLOCAL AGREEMENT

1) PARTIES

This Interlocal Agreement (“Agreement”) is entered into between the Western Regional Water Commission (the “WRWC”), a political subdivision of the State of Nevada created pursuant to Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act (the “Act”) and Cooperative Agreement, and Washoe County, a political subdivision of the State of Nevada (“County”), (collectively, the “Parties” or, as the context requires, “Party”). In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 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.

2.3 On June 1, 2011, the Northern Nevada Water Planning Commission (“NNWPC”) at its regular meeting approved the WRWC Fiscal Year 2011-2012 Routine Operating Budget for the Regional Water Management Fund (“RWMF”), which contains sufficient budget authority in the Website Service Contracts line item for website support, in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500), including additional specialized programming related to operation and maintenance of the NNWPC and WRWC Website to be administered by County’s Technical Services Department (the “Project”), pursuant to the terms of this Agreement.

2.4 The WRWC at its Public Hearing held May 19, 2011 adopted the WRWC Final Budget for Fiscal Year 2011-2012, which includes the Routine Operating Budget for the RWMF.

2.5 The Scope of Work for the Project for Fiscal Year 2011-2012 (the “Scope of Work”) is attached hereto as Exhibit “A”.

12-4-08

3) **RIGHTS & DUTIES**

3.1 County

3.1.1 County shall submit invoices to the WRWC on a regular basis for the work described in the Scope of Work and within the annual budget authority approved by the WRWC for the Project in future fiscal years, which will progress and be completed as provided in the Scope of Work.

3.1.2 County's Contract Administrator will provide the WRWC, when and as appropriate, an electronic version of all final deliverables. All work product deliverables shall, at a minimum, be provided to the WRWC as follows:

One (1) complete final printed version.

One (1) complete final electronic version of each document in the current version of Adobe Acrobat PDF file format inclusive of all text and graphic work product. The file will be indexed and capable of text recognition using Adobe Reader and will be provided at a minimum resolution of 300 dots-per-inch.

One (1) copy of each deliverable element in its current native file format. Native formats for deliverables will be provided as follows: Text in Microsoft Word format; Spreadsheets in Excel format; Databases in Microsoft Access format; graphics in AutoCAD format, all native pre-modeling and post-modeling files and Geographic Information Systems (GIS) data in ESRI ArcMap/ArcInfo compatible file formats. Additionally, any and all native file formats specified in the Scope of Work.

3.1.3 County shall provide the WRWC's Contract Administrator with a periodic progress report, periodic cash flow projection, periodic fiscal report, and any other documentation as reasonably required. County shall, through its Contract Administrator, provide to the WRWC any information requested by the WRWC's Contract Administrator relating to any invoice submitted for payment. County shall submit to the WRWC, as provided in the Scope of Work, a completion report including all work product deliverables required by Paragraph 3.1.2, above.

3.1.4 County hereby designates Cory Casazza, Chief Information Management Officer in its Technology Services Department, as its Contract Administrator and supervisor for work to be performed by employees in the Technology Services Department related to the Scope of Work.

3.2 The WRWC

3.2.1 The WRWC hereby designates Jim Smitherman, its Water Resources Program Manager, as its Contract Administrator for the Project.

3.2.2 Upon submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the WRWC's Contract Administrator shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.3 The WRWC's Contract Administrator will hold payment of the final invoice for the Scope of Work until the final deliverable is received and accepted. The WRWC's Contract Administrator will have sole authority to accept or reject final deliverables based on completeness and consistency with the Scope of Work and will be responsible for final payment.

3.2.4 The WRWC, at its discretion, may conduct an audit of compliance with the terms of this Agreement, compliance with the Scope of the Work, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the WRWC's expense.

3.2.5 The total amount of invoices paid pursuant to this Agreement shall not exceed \$12,500.00 for fiscal Year 2011-2012, and shall not exceed the annual budget authority approved by the WRWC for the Project in future fiscal years.

3.3 Joint Rights and Responsibilities

3.3.1 Either Party may terminate this Agreement with a thirty (30) day advance written notice to the other.

3.3.2 This Agreement will remain in force subject to automatic renewal for additional successive periods of one (1) year, unless terminated thirty (30) days prior to any such automatic renewal, by either Party, pursuant to the terms hereof.

3.3.3 The Parties agree to coordinate and use their best efforts to complete the Project and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

4) **LIMITED LIABILITY AND INDEMNIFICATION**

4.1 Limited Liability

The Parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

4.2 Indemnification

4.2.1. Consistent with paragraph (4.1) of this Contract, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party 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 indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this paragraph.

4.2.2 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.

5) **MISCELLANEOUS PROVISIONS**

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

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

5.3 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.

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

5.5 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.6 No delay or omission by either Party in exercising any right or power hereunder 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 by any Party 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.

5.7 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 (by personal delivery a Party's Contract Administrator(s) designated herein) or, if 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 WRWC: Jim Smitherman, Water Resources Program Manager
Western Regional Water Commission
4930 Energy Way
Reno, Nevada 89502

To County: Cory Casazza, Chief Information Management Officer
Contract Administrator
Washoe County
P.O. Box 11130
Reno, Nevada 89520

5.8 This Agreement is effective July 1, 2011, notwithstanding the date each Party signs this Agreement ("Effective Date").


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.


WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this 18 day of ^{MAY}, 2012


Dated this 22 day of ^{MAY}, 2012

By 
Jim Smitherman
Water Resources Program Manager

By 
~~For~~ Robert Larkin, Chairman
Washoe County Commission

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:

By 
John B. Rhodes, Legal Counsel

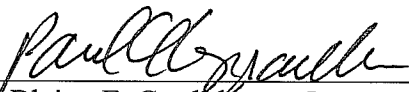
By 
~~Blaine E. Cartledge~~ Paul Lipparelli
Assistant District Attorney

EXHIBIT "A"

WESTERN REGIONAL WATER COMMISSION ("WRWC") INTERLOCAL AGREEMENT NO. WRWC 11-07 (SCOPE OF WORK FOR WEBSITE DEVELOPMENT, OPERATION AND MAINTENANCE)

1) INTRODUCTION

This work shall be performed and completed in accordance with the terms and conditions contained in WRWC Interlocal Agreement No. WRWC 11-07 (the "Agreement"), entered into between the WRWC and the County for the continuing operation and maintenance of the WRWC and Northern Nevada Water Planning Commission Website (the "Website") and related information technology services.

2) TASKS & COSTS

This Scope of Work provides for the continuing development and hosting of the Website, through the County's Technology Services Department. The amount to be paid to the County for this Scope of work shall not exceed \$12,500 for Fiscal Year 2011-2012, and shall not exceed the annual budget authority approved by the WRWC for the Project in future fiscal years. Payments and reimbursable expenses allowed under this Scope of Work include direct reimbursement for hardware and software costs incurred by the County for the continuing development, operation and maintenance of the Website, its databases and servers, and reimbursement for labor costs at an hourly rate ranging from \$40 to \$60 per hour dependent on employee class. All work will be conducted as directed by the WRWC Contact Administrator and agreed upon by the County's Contract Administrator.

Payment will be made upon receipt of invoices from the County, as provided in Sections 3.1.1 and 3.2.2 of the Agreement. [The WRWC may, at its option, choose to remit payment to the County through internal transfer by journal entry.]

3) SCHEDULE

All tasks required under this Scope of Work shall be completed no later than June 30, 2012, and June 30 of any succeeding fiscal years.

INTERLOCAL AGREEMENT BETWEEN PUBLIC AGENCIES

An Agreement Between Washoe County, a Political Subdivision of the State of Nevada,
hereinafter "County",

Acting By and Through Its

Department of Regional Parks and Open Space
2601 Plumas Street
Reno, NV 89509

And, the North Lake Tahoe Fire Protection District
Hereinafter NLTFPD

866 Oriole Way
Incline Village, NV 89451

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the parties;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

CONTRACT TERM. This Contract shall be effective for a period from May 25, 2012 to October 1, 2013, or until this Agreement is terminated pursuant to the terms of this agreement, whichever date shall first occur.

TERMINATION. This Contract may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause.

NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments:

ATTACHMENT A: SCOPE OF WORK (See Attachment A)

BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other

18-170

rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

LIMITED LIABILITY. The parties will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

INDEMNIFICATION.

Consistent with the Limited Liability provision stated above, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person, described in this paragraph.

FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. 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 the Contract after the intervening cause ceases.

WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the service set forth in this agreement.

GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Washoe County, Nevada district courts for enforcement of this Contract.

ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by Washoe County's legal advisor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

WASHOE COUNTY, NEVADA
Acting by and through its
Board of County Commissioners

By: Bonnie Heber Vice Chairman
FOR Robert M. Larkin, Chairman

ATTEST:
By: Amy Hawey
County Clerk

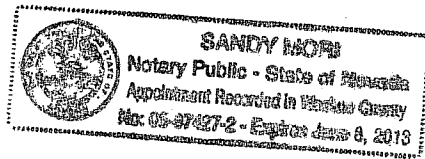
North Lake Tahoe Fire Protection District

By: [Signature]

STATE OF NEVADA
: ss
COUNTY OF WASHOE

On this 15th day of May, 2012,
Mike Brown, personally appeared before me, a Notary
Public, and acknowledged to me that he/she executed the above instrument for the
purpose therein contained.

Sandy Mori
Notary Public



ATTACHMENT A
SCOPE OF WORK

1. Responsibilities of the Parties: In accordance with mutual objectives to reduce the risk of catastrophic loss due to wildfire, the parties to this agreement will:
 - A. NLTFPD will conduct fuels reduction projects within Washoe County Park facilities, as directed by staff. The primary goal of these projects is employment for the removal of excess brush, ladder fuels and timber in accordance with the *Washoe County Risk Hazard Assessment (RCI 2005)*.
 - B. NLTFPD will advertise for and hire a minimum of 6 employees to be supervised by NLTFPD, whose duties will include reducing hazardous fuels on each site, aimed at minimizing the fire spread and intensity into or out of the park and reducing the threat to the residents of the community.
 - C. NLTFPD will provide managerial needs including ARRA quarterly reporting, and invoicing, tracking of employee work hours, tracking of acreage treated, and estimates of biomass removed, as measured in tons.
 - D. NLTFPD maintain worker's compensation insurances as well as general liability insurance of at least \$1 million.
 - E. Washoe County Dept. of Regional Parks & Open Space will provide grant oversight, including reports to the granting source.

2. Funding:
 - A. It is understood that the duties and responsibilities outlined above are American Recovery and Reinvestment Act 2009 grant funded through a grant written, submitted, and administered by Washoe County Dept. of Regional Parks & Open Space.
 - B. Funding for I(A) above is limited to a maximum of \$47,455.82.

Recording requested by;
When recorded, return to:
Washoe County
P.O. Box 30083
Reno, Nevada 89520-30083
Attn: Finance Director

4118679
06/04/2012 04:35:24 PM
Requested By
WASHOE COUNTY FINANCE DEPT
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: \$0.00 RPTT: \$0.00
Page 1 of 35

CONFORMED COPY

Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040.

(Rev. 5-23-12)

**INTERLOCAL AGREEMENT
(TRFMA Assets and Services)**

Contents

Article 1	PARTIES, DEFINITIONS	2
§1.01	Parties	2
§1.02	Definitions	2
Article 2	RECITALS	3
Article 3	SERVICES TO BE PROVIDED BY COUNTY.	4
§3.01	Services to be performed by County pending Fund Transfer Date.	4
§3.02	Services to be provided after Fund Transfer Date; Termination of Service Agreements; non-appropriation.	4
§3.03	Payroll and Employee Expenses	5
§3.04	Human Resources Services	5
§3.05	Information Technology Services	5
§3.06	Telecommunications Services	6
§3.07	Facility Maintenance Services.....	6
§3.08	Equipment Maintenance and Repairs; Fuel Supplies.....	6
§3.09	Purchasing and contract administration.....	7
Article 4:	REIMBURSEMENT FOR COSTS AND FEES; RESERVE ACCOUNT..	7
§4.01	Fees and Reserves.....	7
§4.02	Infrastructure Tax Remittals; Deduction of reimbursements and maintenance of reserves.....	8

12-491

Article 5 TRANSFER OF FUNDS AND ASSETS 9

 §5.01 General..... 9

 §5.02 Transfer of funds and account balances. 9

 §5.03 Transfer of Real Property 10

 §5.04 Transfer of Personal Property..... 11

 §5.05 Transfer of Contracts and Contract Rights 12

 §5.06 Documents of Further Assurance 13

 §5.07 Authority to execute and deliver documents. 13

Article 6 GENERAL PROVISIONS 14

 §6.01 Term and termination of Agreement; 14

 §6.02 Default, Notice and Right to Cure, Remedies. 14

 §6.03 Representations and Warranties. 15

 §6.04 General covenants of both parties. 15

 §6.05 Assignment and Delegation; Binding Effect 16

 §6.06 Further acts and assurances. 16

 §6.07 Notices; Timing provisions; Construction of Agreement. 16

 §6.08 Applicable Law; Severance of unenforceable provisions. 17

 §6.09 Modifications and Amendments..... 17

 §6.10 Entire Agreement; Counterparts; Recording. 17



Article 1 PARTIES, DEFINITIONS

§1.01 Parties THIS AGREEMENT is entered into among

County Washoe County, a political subdivision of the state of Nevada
1001 E. Ninth Street; P.O. Box 11130
Reno, Nevada 89520-0027
Attn: County Manager's Office

Authority Truckee River Flood Management Authority
a body corporate and politic and a public agency
9390 Gateway Drive, Suite 230
Reno, Nevada 89521
Attn: Executive Director

§1.02 Definitions.

2005 Cooperative Agreement means the "Truckee River Flood Management Project Cooperative Agreement" entered into between Washoe County, the City of Reno, the City of Sparks, and the University of Nevada, Reno, in April of 2005, as amended.

County/Authority Employees means County employees who are under the operational control and direction of the Authority as provided in the ICA, including the

Executive Director and General Counsel so long as they are under employment agreement with the County.

Direct Charge means individualized charges for specific goods or services furnished by County on a case by case basis as requested or approved by Authority which charges will be billed to the Authority to be paid as provided in ¶4.02.C below.

Executive Director means the interim, acting, or permanent Executive Director appointed by the Board of Directors of the Authority, or if the Executive Director position is vacant, or the incumbent is absent, the Deputy Director of the Authority.

Fund Transfer Date is the day that all cash funds are transferred from the County to the Authority as agreed in this Agreement.

ICA means the Interlocal Cooperative Agreement (Truckee River Flood Management Project) entered into on or about March 13, 2011 between the County, Authority, and the cities of Reno and Sparks.

Flood Infrastructure Tax means that portion of the 1/8 per cent infrastructure sales tax imposed under (under WCC 20.914) to finance the Project.

Project means the Truckee River Flood Management Project as defined in the ICA.

Reserve Account is an account to be established by County under §4.01 of this Agreement out of which expenses and fees are to be reimbursed or paid and which will be replenished monthly from the Truckee River Flood Management Infrastructure Fund Flood Project Net Revenues as provided in §4.02.

Scheduled Charge means fees and charges that are established in the Washoe County Cost Allocation Plan ("COWCAP"), adjusted each year in accordance with ¶4.01.C and reflected in Schedule 1 for each year, and are collected on a monthly schedule for County services that are ongoing.

Truckee River Flood Management Infrastructure Fund Flood Project Net Revenues means, as provided in the ICA, the balance remaining in the Truckee River Flood Management Infrastructure Fund after paying or reserving for the following obligations (a) Washoe County, Nevada, Sales Tax Revenue Bonds Series 1998, and (b) Washoe County, Nevada, General obligation (Limited Tax) Flood Control Bonds Series 2006, or the refundings thereof.

Article 2 RECITALS

A As of March 13, 2011 County, Authority, and the cities of Reno and Sparks entered into an Interlocal Cooperative Agreement (Truckee River Flood Management

Project) (the "ICA") creating the Authority to manage, operate and control the Truckee River Flood Management Project ("Project").

B Under the previous 2005 Cooperative Agreement, County has accumulated funds, acquired assets and entered into contracts for the benefit of the Project, and under Article 8 of the ICA, County has agreed to turn over the funds, assets, and contracts to the Authority. The parties desire to establish a time schedule and process to accomplish the transfer of assets.

C Furthering the cooperative efforts contemplated by the ICA, County and Authority also desire to enter into an agreement where County will share resources and provide services to the Authority in order to accomplish the Project goals efficiently and economically.

NOW THEREFORE, in exchange for the mutual covenants and undertakings which constitute adequate consideration, the parties agree as follows.

Article 3 SERVICES TO BE PROVIDED BY COUNTY.

§3.01 *Services to be performed by County pending Fund Transfer Date.*

¶3.01.A Prior to Fund Transfer Date, County shall provide all services to Authority that County provided to its Department of Truckee River Flood Management Department it established under the 2005 Cooperative Agreement, and costs shall be allocated in accordance with the County Cost Allocation Plan and Fixed Indirect Cost Rate plan.

§3.02 *Services to be provided after Fund Transfer Date; Termination of Service Agreements; non-appropriation.*

¶3.02.A After Fund Transfer Date, County agrees to provide services and Authority agrees to pay or reimburse County for the services described in this Agreement.

¶3.02.B Either party may terminate all or any portion of any agreement to provide any one or more services hereunder. If the Authority desires to terminate any service agreement, it shall give at least 30 days notice to County. If County desires to terminate any service agreement hereunder, it shall give 90 days notice to Authority. Monthly reserve amounts calculated under §4.01 shall be adjusted to reflect changes in the service arrangements.

¶ 3.02.C All obligations to pay money under this Agreement are subject to budget appropriations for the amount to be expended. No obligation under this agreement shall be for an amount in excess of the amounts appropriated for that service or function. In the event that amounts are not appropriated for a service or function, the service/function shall be terminated, without penalty, as provided above.

§3.03 *Payroll and Employee Expenses*

Each payroll period, County shall pay all payroll expenses and accruals attributable to County/Authority employees out of the Reserve Account and shall send Authority an invoice for the amount paid, and the Reserve Account shall be replenished and maintain a minimum balance as provided in §4.02 of this Agreement.

§3.04 *Human Resources Services*

¶3.04.A County shall provide Human Resources services to Authority and the County/Authority employees equal to the services that County provides to its departments, including, but not limited to recruitment, discipline, training, benefits administration, workers compensation and claims administration, labor relations and collective bargaining, fair employment and equal employment opportunity compliance, job evaluation, and salary administration. County shall accrue and assess the costs of such services to the same extent it accrues and charges its departments as set forth in Schedule 1, and shall charge those costs to the Reserve Account, and Authority shall reimburse County as provided in Article 4 of this Agreement.

§3.05 *Information Technology Services*

¶3.05.A Use of County servers and systems.

County agrees that the Authority may use County servers, internet access, security and virus protection systems, e-mail system, email archiving, GIS Data, and card key system for doors as specified in Attachment 1-A (and as may be amended from time to time) and all subject to the County's policies, practices, and procedures.

¶3.05.B Preservation of evidence and records.

1. From time to time, Authority may be required to provide access to its data bases and email records in the County system. County agrees to provide such access as requested by the Authority but subject to County Policy and state law.

2. County agrees to capture all presently available emails and records of the Truckee River Flood Management Department of the County and preserve them for discovery during litigation. County further agrees to preserve all emails and data records of the Authority from this day forward consistent with County policy and state law.

¶3.05.C Costs and fees.

Costs and fees shall be as provided in Schedule 1 and shall be charged to the Reserve Account as provided in Article 4 of this Agreement.

§3.06 *Telecommunications Services*

¶3.06.A County shall transfer to Authority all telecommunications equipment presently used by the Truckee River Flood Management Department of the County. Thereafter, Authority shall purchase all of its own telecommunications equipment.

¶3.06.B County shall connect Authority to its telecommunications systems and provide telecommunications services including service to telephones, wireless connections, video conferencing, and voice mail, as may be more particularly described and changed from time to time in Schedule 1-A.

¶3.06.C Costs and fees shall be as established in Schedule 1 and collected by County from the Reserve Account as provided in Article 4 of this Agreement.

§3.07 *Facility Maintenance Services*

From time to time, Authority may request County assistance in repairing or maintaining properties owned by the Authority. Subject to available resources, County agrees to provide those services, and the costs and fees shall be billed on a Direct Charge basis and may be paid out of the Reserve Account as provided in Article 4 of this Agreement.

§3.08 *Equipment Maintenance and Repairs; Fuel Supplies.*

¶3.08.A Services. County agrees to provide equipment management and maintenance services for the Authority vehicles and equipment as provided in Schedule 1B.

¶3.08.B Authority responsibilities. In connection with the services provided by County, Authority shall:

1. Refuel vehicles properly to ensure accurate meter information;
2. Provide fuel account access to ESD in order to download all fuel transaction data into fleet management program;
3. Immediately report breakdowns or maintenance needs;
4. Complete driver/operator checklists and maintenance requirements;
5. Transport vehicles or equipment to service or repair; and
6. Follow County policies with respect to usage of vehicles.

¶3.08.C Fees and payment. Costs and fees shall be as established in Schedule 1 and may be paid out of the Reserve Account as provided in Article 4 of this Agreement.

§3.09 *Purchasing and contract administration*

¶3.09.A County agrees to continue to administer and pay all open purchase orders or contracts entered into by the County for the benefit of the Project until such purchase orders or contracts are either performed or the County has been removed as an obligated party by novation. From the proceeds to be remitted under §4.02 County shall withhold sufficient funds to honor all of County's obligations under those purchase orders or contracts in full, and when such purchase orders/contracts have been fully performed and paid, or the County has been removed from them by novation, County shall remit the unpaid balance withheld to Authority.

¶3.09.B As requested, and subject to available resources, County shall provide consulting services to advise and assist Authority in establishing purchasing, disposal and inventory control systems. Costs and fees for providing such services may be paid or reimbursed out of the Reserve as negotiated by the parties either as a Scheduled Fee or a Direct Charge.

Article 4: REIMBURSEMENT FOR COSTS AND FEES; RESERVE ACCOUNT

§4.01 *Fees and Reserves*

¶4.01.A Costs and fees for the services shall be established each fiscal year as provided in Schedule 1.

¶4.01.B A fee schedule (based on remaining monthly charges under the County Cost Allocation Plan for fiscal year 2012) and initial reserve amount is established in Schedule 1 for the period of time between the Fund Transfer Date and the end of the County fiscal year.

¶4.01.C Each fiscal year thereafter, a new Schedule 1 shall be prepared and executed.

1. As County establishes its Cost Allocation Plan (which may allocate costs to County departments for services that are not provided to the Authority), the County Finance Director and Authority Executive Director shall meet and negotiate Scheduled Fees and Costs to be paid during the upcoming year.

2. Recurring Direct Charges for the upcoming budget cycle may also be estimated and included in Schedule 1.

3. Unless otherwise agreed, the monthly reserve amount shall be 1/12 of the sum total of the Scheduled Fees and Costs.

§4.02 ***Infrastructure Tax Remittals; Deduction of reimbursements and maintenance of reserves.***

¶4.02.A As provided in ¶6.02.B.2 of the ICA, County agrees to remit the Truckee River Flood Management Infrastructure Fund Flood Project Net Revenues to Authority monthly within five business days after receipt of proceeds of the Infrastructure Tax from the State of Nevada.

¶4.02.B Deductions. Authority hereby authorizes County to deduct from each monthly remittance of the Truckee River Flood Management Infrastructure Fund Flood Project Net Revenues the sum of:

- i. 1/12 of all Scheduled Fees and Costs as established in Schedule 1 for the applicable year;
- ii. The full amount of all Direct Charges and reimbursements for costs and expenses as provided in ¶4.02.C.
- iii. All amounts necessary to replenish the Reserve Account to the level established in Schedule 1 for the applicable year.

¶4.02.C Direct Charges. Direct Charges shall be invoiced and paid as follows:

1. Prior approval. County shall obtain prior approval of charges in excess of \$1,000 (One Thousand Dollars) from the TRFMA Executive Director or a designated subordinate, unless otherwise agreed.

2. Deduction from Reserve Account; Invoice. County may charge the direct charges against the Reserve Account when actually incurred or paid or during the next monthly remittance under ¶4.02.B, and shall prepare and deliver to Authority an invoice or accounting detailing the charges. Authority shall have 30 days to review and approve or dispute the invoice.

¶4.02.D Accounting; Disputes. County shall submit to Authority each month an accounting of all sums deducted from under 4.02.B and ¶4.02.C above, together with invoices and supporting documentation for Direct Charges. Disputes which cannot be resolved through negotiation may be referred to the Board for resolution or shall be resolved by arbitration under the Uniform Arbitration Act of 2000, NRS 38.206 through 38.259. During any dispute, County may deduct from the Reserve Account all amounts actually spent or obligated by County to third parties, subject to reimbursement to Authority depending on the outcome of the dispute.

¶4.02.E Deficiencies. If the Truckee River Flood Management Infrastructure Fund Flood Project Net Revenues for a particular month are insufficient to cover the deductions under ¶4.02.B, County shall pay from available funds in the following order: (i) all costs and expenses for County/Authority employees and benefits; (ii) all Direct

Charges; (iii) all remaining Scheduled Costs and Fees; (iv) then all amounts necessary to replenish the Reserve Amount to the level established in Schedule 1. To the extent that available funds are insufficient and a balance remains owing, Authority agrees to remit funds to the County within 15 days of invoice. If Authority fails to pay the deficiency within 30 days, it shall pay interest on the unpaid principal balance at a rate equal to the rate established in NRS 99.040, calculated on a simple interest basis.

Article 5 TRANSFER OF FUNDS AND ASSETS

§5.01 *General*

¶5.01.A County agreed in §8.01 of the ICA to convey property to the Authority. The provisions in this Agreement are intended to supplement and clarify the obligations of County and Authority under the ICA and no part of the ICA is repealed or supplanted by this Agreement. If any inconsistency is found between this Agreement and the ICA, the provisions of the ICA shall control.

§5.02 *Transfer of funds and account balances.*

¶5.02.A As required by the ICA and consistent with its provisions County shall deposit into the Investment Account established with the County Treasurer for the Authority under an Interlocal Agreement between the Authority and the County on May 13, 2011:

- i. The balance held by County in Funds 211 (Operations) and 494 (Infrastructure Capital) on the Fund Transfer Date;
- ii. Less accumulated or required debt service reserve under any bond documents on County obligations secured by a pledge of the Flood Infrastructure Tax;
- iii. Less the Reserve amount set forth in Schedule 1, which shall be placed in the Reserve Account;
- iv. Less any encumbrances established by County which will remain obligations of the County after Fund Transfer Date;
- v. Less amounts needed to fully fund any outstanding obligations, purchase orders or contracts pending discharge under ¶ 5.05.B of this Agreement.

¶5.02.B The Fund Transfer Date may be delayed or changed as follows:

- a. To a date requested by the Authority;
- b. By agreement of the parties; or

- c. County may delay transfer of the funds if County reasonably believes that Authority lacks sufficient accounting, executive authority, budget authority, cash control and audit control measures in place to responsibly administer the funds. Disputes regarding County's belief shall be referred to the Committee on Local Government Finance established under NRS 354.594 who may make the determination.

¶5.02.C Funds held in Escrow. County deposited into escrow \$4 million in connection with a purchase agreement for a portion of the University Farms property from the University of Nevada. County shall withdraw the deposit from escrow and remit to Authority within 30 days from Fund Transfer Date.

¶5.02.D Depreciation for 2008 Trailblazer. The amounts charged against the equipment maintenance plan as depreciation for the 2008 Trailblazer which was purchased from Flood Infrastructure Tax proceeds shall be remitted to Authority within 30 days from Fund Transfer Date.

§5.03 *Transfer of Real Property*

¶5.03.A Recitals.

1. Under the 2005 Cooperative Agreement, County has acquired the parcels of real estate for the benefit of the Project, mostly using Flood Infrastructure Tax or FEMA funds. Much of the property was acquired by and is being managed by County/Authority employees. Said County/Authority employees have accumulated and are in possession of files on the property including appraisals, title reports, and information regarding condition of the property or improvements.

2. As a result, County/Authority employees have actual knowledge about the status of title and condition of the properties.

3. Under the provisions of NRS 277.053, County desires to transfer the property to the Authority for the public purpose of using it in the Project

¶5.03.B Conveyance. Not later than 30 days from Fund Transfer Date, Authority shall prepare and deliver to County all documents to cause a conveyance of all the real property listed in Schedule 2. Documents of conveyance include, but are not limited to, grant bargain and sale deeds; assignment of contracts, leases and rental agreements; tenant notices or estoppel certificates and notices of conveyance of water rights. The Chairman of the Board of County Commissioners is hereby designated and appointed to execute all deeds and documents necessary to accomplish a complete transfer of the real property, and shall execute and deliver all documents to Authority within 30 days from the date presented.

¶5.03.C Warranty and Title Insurance. With each property transfer,

1. As provided in ¶8.05.B.5, County conveys all property AS IS WHERE IS with all its faults and without any warranty except the warranties that run with a grant, bargain and sale deed.
2. County hereby assigns to Authority all of County's rights, title and interest in any policy of title insurance issued to County as it acquired all of the properties conveyed hereunder. If, however, rights may not be assigned under any such title insurance policy, then County agrees as a part of the warranty expressed above, to place a claim against such title insurance if insured title defects arise.

¶5.03.D Additional Documents. County agrees to deliver to Authority any document or record it has regarding any property, and to execute and deliver any documents reasonably requested by the Authority to accomplish the transfer of the property and all appurtenances and improvements.

¶5.03.E Utility and Special Assessment Account Transfers. Authority agrees to immediately cause any utility (sewer, water, electric, gas, etc) and special assessment accounts (local improvement district, general improvement district, reclamation district, common interest owners associations etc) to be transferred to Authority. Any sum that County must pay under any utility or special assessment after the date of transfer may be charged against the Reserve Account as a Direct Charge.

¶5.03.F Additional Properties. In addition to those listed on Schedule 2, County further agrees to convey to the Authority any property owned by County that was acquired by Flood Infrastructure Tax Funds. The Chairman of the Board of County Commissioners is hereby authorized to execute all deeds and documents.

§5.04 *Transfer of Personal Property*

¶5.04.A

1. Under the 2005 Cooperative Agreement, County has acquired from Flood Infrastructure Tax proceeds furniture, fixtures and equipment which is being used by the staff of the County Flood Management Department for the Project (the **Flood Project Property**). To the best of County and Authority's knowledge, all Flood Project Property is in the possession of Authority. A substantially complete list is attached as Schedule 3. If additional Flood Project Property is subsequently discovered, County shall deliver and transfer it to Authority.

2. County does hereby grant, bargain, sell and convey all title rights and interest in all Flood Project Property, including but not limited to the property described in Schedule 3, to Authority. Authority may prepare bills of sale or other documents to

transfer title of all Flood Project Property and County shall execute and deliver all such bills of sale and documents within 10 days of receipt.

¶5.04.B Compensation. All Flood Project Property is hereby transferred to Authority without compensation under NRS 277.170.

¶5.04.C Warranties. For all furniture fixtures and equipment transferred hereunder:

1. County warrants and represents that it has and transfers good title free and clear of all liens;
2. County hereby assigns to Authority all manufacturers warranties and agrees to execute any documentation causing such assignment;
3. Authority accepts all such furniture, fixtures and equipment AS IS, WITH ALL ITS FAULTS, AND WITHOUT ANY WARRANTY from the County, implied or express.

¶5.04.D Return of Early Warning System Property. In accordance with interlocal agreements between County, City of Reno, City of Sparks, the United States Army Corps of Engineers and the National Weather Service (the "Early Warning System Agreements"), County has acquired equipment that is used in a flood early warning system. That early warning system equipment is included in the conveyance of Flood Project Property under ¶5.04.A of this Agreement in connection with County's assignment of its rights and obligations under the Early Warning System Agreements. If any party to the Early Warning Agreements objects to the Authority taking over the administrative role, then Authority shall return all of the early warning equipment to County without consideration.

§5.05 *Transfer of Contracts and Contract Rights*

¶5.05.A Under the 2005 Cooperative Agreement, County has entered into several contracts in administering the Project, listed on Schedule 4. Unless otherwise agreed as indicated in Schedule 4, it is the intention of the parties that such contracts be assigned to the Authority with a novation approved by the contracting parties that removes County from all rights and obligations.

¶5.05.B Holdback. As long as County remains obligated under contracts, funds must be held back from funds distributed under §5.02 in order for County to have appropriated funds to honor its contracts as required by law. Outstanding obligations are tracked on County's computerized Encumbrance Status Report. Within five working days before Fund Transfer Date, an Encumbrance Status Report shall be prepared and Schedule 4 attached hereto shall be updated and a holdback amount indicated on the Encumbrance Status Report (unless otherwise agreed) shall be withheld from the funds transferred. As they become due, County's obligations shall be paid out of retained funds

and to the extent there is a deficiency after retained funds have been used to pay a contract balance, Authority agrees to reimburse County as a Direct Charge under §4.02 above. When and to the extent that obligations of County are discharged by performance, novation, or termination of a contract, funds withheld shall be released to Authority.

¶5.05.C Action on Contracts. County and Authority agree that pending the discharge by novation of County's obligations under the contracts listed in Schedule 4;

1. The Authority shall take the lead in administering all contracts;
2. All payment requests from providers shall be reviewed and approved by Authority, which approval shall not be unreasonably withheld, and any payments made by County shall be taken out of the funds withheld under ¶5.05.B and if there is a deficiency, County may collect the deficiency from Authority as a direct charge under ¶ 4.02.B of this Agreement.
3. The parties shall negotiate diligently and in good faith to take the action indicated in Schedule 4 for each contract. If the parties cannot successfully negotiate a novation (or as otherwise specified in Schedule 4) the contract shall be terminated and funds shall not be appropriated for future payments.

§5.06 Documents of Further Assurance

The intention of this Agreement is to assign, delegate, and transfer to Authority all property and rights acquired by County from Flood Infrastructure Sales Tax proceeds during County's administration of the Project under the 2005 Cooperative Agreement and the ICA. County shall execute and deliver all documents reasonably requested by Authority that would accomplish such assignment, delegation and transfer of all such property and rights.

§5.07 Authority to execute and deliver documents.

¶5.07.A By County. The Chairman of the Board of County Commissioners is hereby directed and authorized to execute and deliver to Authority all deeds, bills of sale, contract assignments and other documents to cause the transfer of all rights, title and interest in real and personal property and contracts as provided in this Agreement. Without limiting the generality of the foregoing, the Chairman is authorized to remove \$4 million from the escrow held at Tigor of Nevada in anticipation of an acquisition of property from the University of Nevada, and cause the transfer the \$4 million to the Authority. The Chairman may instruct the Finance Director or other appropriate County officials to execute wire transfers, payment orders, or other documents transferring funds as contemplated in ¶5.02 of this Agreement.

¶5.07.B By Authority. The Chairman of the Board of Directors is hereby directed and authorized to execute and deliver to County all deeds, bills of sale and contract assignments to cause the transfer of all rights, title and interest in real and

personal property as provided in this Agreement. Without limiting the generality of the foregoing, the Chairman of the Board is authorized to execute and bind the Authority to assume the obligations of all the contracts listed in Schedule 4.

Article 6 GENERAL PROVISIONS

§6.01 *Term and termination of Agreement;*

¶6.01.A Commencement. This Agreement becomes effective when it has been duly approved and executed by all the parties.

¶6.01.B Duration. Except for those provisions discharged by performance or earlier terminated by agreement of the parties, this Agreement shall be perpetual.

§6.02 *Default, Notice and Right to Cure, Remedies.*

¶6.02.A Default.

A default occurs when (i) a party repudiates, breaches or fails to perform any obligation, term or provision in this Agreement; (ii) an event required to occur does not occur by the time required due to the lack of diligence or fault of a party; (iii) any representation of a material fact expressed herein was false at the time it was made, or, if a continuing representation, becomes false as a result of a subsequent event or occurrence; (iv) any warranty made herein is breached at the time made or, if a continuing warranty, is breached as a result of a subsequent event or occurrence; (v) a party violates any law material and relevant to this Agreement; or (vi) any event otherwise described in this Agreement as a breach or default.

¶6.02.B. Notice and Right to Cure.

Unless otherwise specified in this Agreement, in the event of the default, any non-defaulting party shall provide written notice of such default and the specific action required to cure such default and the defaulting party shall have thirty (30) days from the date that the notice is deemed given to cure the default.

¶6.02.C Remedies.

1. If the event of a default is suffered or caused by any party and not cured within the period of time specified, any non-defaulting party may, subject to any specific provision regarding remedies herein, (i) suspend any counter-performance due hereunder until the default is cured; (ii) bring an action for damages or equitable relief including, without limitation (a) an action for specific performance of the defaulting party's obligations hereunder, and (b) the partial or complete termination of this Agreement; or (iii) pursue any other remedy specifically provided in this Agreement.

2. All remedies stated in this Agreement are cumulative with each other and with any remedy afforded in law or equity. The election of any remedy does not constitute a waiver of any other remedy.

¶6.02.D Waivers.

Any forbearance, inaction, or failure to promptly pursue any remedy (whether intentional or negligent) shall not be deemed a waiver of any default or remedy. Waivers must be expressed in writing signed by the waiving party, and a waiver of a default is limited to the specific default identified in the written waiver and does not constitute a course of dealing or implication that similar defaults will be waived in the future.

¶6.02.E Attorney's Fees.

If any party hereto institutes any action or proceeding (including arbitration, if authorized) against the other or others arising out of or relating to this Agreement, each party shall pay its own attorney's fees and costs of such action.

§6.03 *Representations and Warranties.*

Each party represents and warrants to the other that (i) entering into this Agreement does not violate any contract, court order, administrative order or other undertaking binding on such party; (ii) it has complete authority to enter into this Agreement without obtaining any court order or permission or agreement of another party; and (iii) there are no suits, other proceedings or investigations pending or threatened against it that it reasonably believes would impair its delegation of powers hereunder or its ability to perform its duties and obligations hereunder.

§6.04 *General covenants of both parties.*

¶6.04.A Compliance with law. Each party covenants to comply with all applicable ordinances, statutes, regulations and other laws with respect to its general operations and the performance of all obligations and duties under this Agreement

¶6.04.B Unless otherwise specified (such as with the words "sole discretion") wherever this Agreement requires the approval of a party, or any of a party's officers, agents or employees, such approval shall not be unreasonably withheld, delayed or conditioned.

¶6.04.C The governing bodies of the parties are governmental bodies whose decisions are legislative functions that may be subject to public hearings and input, and, except as otherwise provided herein, shall have sole and absolute discretion to approve or disapprove any matter submitted to them provided, however, that decisions are not procured by fraud or bribery, or, with respect to the County, are arbitrary, capricious or an abuse of discretion.

§6.05 *Assignment and Delegation; Binding Effect*

¶6.05.A Except as otherwise specifically provided elsewhere in this Agreement, no party may assign any right or delegate any obligation under this Agreement without the written consent of all the other parties obtained in advance of the assignment or delegation. Consent is subject to the sole and absolute discretion of the consenting party.

¶6.05.B This Agreement shall be binding on and runs to the benefit of the parties, their respective successors and any assignees or delegates if the assignment or delegation is permitted. Unless otherwise specifically identified in this Agreement, there are no third party beneficiaries intended by this Agreement and no third parties have any standing to enforce any of the provisions of this Agreement.

§6.06 *Further acts and assurances.*

¶6.06.A Each party agrees to take all necessary action to enter into, execute and deliver any and all written documents necessary to carry out the terms of this Agreement.

§6.07 *Notices; Timing provisions; Construction of Agreement.*

¶6.07.A Unless otherwise provided herein, formal notices, demands and communications between the parties must be in writing and must be sent via certified or registered mail, return receipt requested, or by overnight courier to the addresses stated in Article 1 above, or to any address or number subsequently communicated to the sending party in writing. If notice is sent by registered or certified mail to the correct address, postage prepaid, it will be deemed sufficiently given when actually received by the addressee or three business days after it is received by the U.S. Post Office as indicated on the receipt, whichever is earlier. If notice is sent by courier, or overnight delivery service (e.g., Federal Express, UPS Overnight, U.S. Postal Priority Mail), it will be deemed sufficiently given when delivered to the address as indicated in the records of the courier or service.

¶6.07.B Time is of the essence in the performance of this Agreement. Unless otherwise specified, the term "days" means calendar days. If a deadline falls on a weekend or holiday then performance is due on the first business day of the recipient thereafter. Unless otherwise specified, performance is due by the later of 5 p.m. Reno, Nevada time or close of business of the recipient on the day it is due.

¶6.09.C Titles and headlines of this agreement are intended for editorial convenience and are not to be construed as a part of this agreement. The word "include" or "including" is not intended as a limitation and shall be construed to include the words "but not limited to." Any reference to the masculine genders includes, where appropriate in the context, the feminine gender. Any term in the singular includes, where appropriate in the context, the plural. The parties hereto were each advised by counsel in drafting and negotiating this agreement, and each party contributed to its contents. No presumptions

against or in favor of any party are appropriate based on who drafted this Agreement or any provision herein. Any reference to another document (statute, resolution, plan, contract etc) includes the reference to all amendments thereto. Any reference to a numbered provision in this Agreement or any other reference which is incorrect shall be deemed to refer to the appropriate provision.

§6.08 *Applicable Law; Severance of unenforceable provisions.*

¶6.08.A This Agreement shall be construed under and governed by the laws of the State of Nevada.

¶6.08.B Each term and provision of this Agreement (including the conferring of functions and delegation of powers) shall be valid and shall be enforced to the extent permitted by law, taking into account permissible waivers or provisions which may be upon agreement of the parties.

¶6.08.C If any term or provision of this Agreement or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this Agreement. In any event, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

§6.09 *Modifications and Amendments*

It is anticipated that this agreement will be amended annually to reflect changes in services, fees and costs.

§6.10 *Entire Agreement; Counterparts; Recording.*

¶6.10.A This Agreement may be executed in counterparts and is effective when original counterpart signature pages have been executed, delivered and assembled with the original of this Agreement.

¶6.10.B This Agreement (together with attachments and documents incorporated by reference) integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations. To the extent that this Agreement contradicts the ICA, the provisions of the ICA shall control.

¶6.10.C This Agreement shall be recorded in the Official Records of Washoe County as required by NRS 277.140.

Attachments:

Schedule 1

Costs and Fees

- Schedule 1A Information Technology and Telecommunications Services
- Schedule 1B Equipment Maintenance Services
- Schedule 2 Real Property to be Transferred
- Schedule 3 Personal Property to be Transferred
- Schedule 4 Contracts to be Assigned/Assumed

//////////////////////////////////// End of Agreement //////////////////////////////////////

Interlocal Cooperative Agreement
(TRFMA Assets and Services)
Counterpart Signature Page

WASHOE COUNTY

A political subdivision of the State of Nevada

By Robert M Larkin
Robert M. Larkin, Chairman
Board of County Commissioners

Date JUN 01 2012

Attest:

By Amy Harvey
Amy Harvey, County Clerk

Date 6.4.12

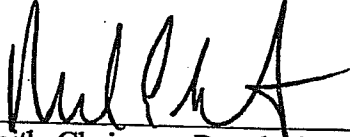
Approved as to form
RICHARD A. GAMMICK
District Attorney

By Craig A Senter
Deputy

JUN 01 2012

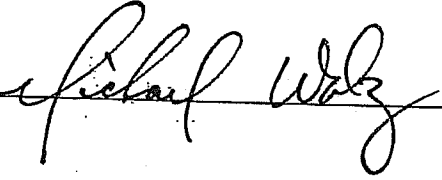
Interlocal Cooperative Agreement
(TRFMA Assets and Services)
Counterpart Signature Page

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

By 
Ron Smith, Chairman, Board of Directors

Date 6.1.12

Attest:

By 

Date 6/1/12

(Rev. 2-14-2012)

Interlocal Cooperative Agreement
(Services for Truckee River Flood Management Authority)
Schedule 1 (Fees and Reserves)
FY 2011-2012

#	Service	Description	Basis of fee [1]	Scheduled Cost/ Fee \$ [3]	Initial Reserve [4]
1	Payroll Expense	Actual salaries and benefits paid to County employees who work for TRFMA	Direct Charge for actual costs		\$95,000
2	County Manager	<ul style="list-style-type: none">• Liason with County & BCC• Labor relations• Employee discipline	(COWCAP # 101-1) Actual salary cost per year prorated by # of employees [2]	\$3,157	\$264.00
3	Community Relations		(COWCAP # 101-6) [2]	\$3,588	\$299.00
4	Management Services		(COWCAP # 101-8) [2]	\$432	\$36.00
5	Finance Administration	<ul style="list-style-type: none">• Administering and accountings for Infrastructure Tax revenues and expenditures;	(COWCAP #103-1) [2]	-0-	-0-
6	Comptroller	<ul style="list-style-type: none">• Salary & Benefits administration• Accounting for expenses reimbursed by TRFMA and assistance in preparing CAFR	(COWCAP # 103-3) [2]	\$11,868	\$989.00
7	Budget Division	<ul style="list-style-type: none">• Employee cost budget• Budget forecasts and CalCap allocations	(COWCAP # 103-5) [2]	\$7,818	\$652.00
8	Information Technology	See Schedule 1-A	(COWCAP 108100 - 108500) [2] and direct charge as necessary	\$12,371	\$1,031.00

9	Information Technology Infrastructure	See Schedule 1-A	See Schedule 1-A (COWCAP # 108-8) and direct charge as necessary See Schedule 1-A	0	-0-
10	Telecommunications	TRFMA to connect to County's communications system including telephone, wireless connections, video conferencing, and voice mail.	(COWCAP #108301), based on number of lines, and direct charge based on service provider billings. [2]	\$1,002	\$84.00
11	Human Resources	All aspects of employment administration for County/Authority employees who work for TRFMA, including recruiting, hiring, training, entering into and administer and administering collective bargaining agreements, performing job evaluation and salary administration, benefits administration and disciplining such employees.	(COWCAP 109-0) [2]	\$9,946	\$829.00
12	Purchasing	• Finish out existing purchase orders and provide consultation as requested.	(COWCAP 110-0) [2] Direct Charge for purchases and payments	\$10,218	\$852.00
13	Treasurer	• Collect, allocate and distribute Infrastructure Sales Taxes to Investment Account	(COWCAP 113-0) [2]	\$1,677	\$82.00
14	Public Works Administration	• Finish out existing contracts/public works projects; • Consultation as requested	Direct Charge for payments.	-0-	-0-
15	Equipment Maintenance	See Schedule 1-B	See Schedule 1-B	--	\$4,000
16	Facility Management		Direct charge only	\$6,388	\$532.00
17	Facilities		(COWCAP 162000) [2]		

	Infrastructure			-0-	-0-
18	Fund Transfers	<ul style="list-style-type: none"> • Other Post Employee Benefits charges • Health Benefit Fund 	(COWCAP # 188-0) based on number of employees and retirees [2]	\$41,351	\$3446.00
19	Contingency				
20	Total Reserves				\$108,096

Notes

[1] "COWCAP" means the "Washoe County Cost Allocation Plan and Fixed Indirect Cost Rate" prepared each year as a part of the budget process. It allocates administrative costs to the various County Departments for budget purposes.

[2] COWCAP allocation formulas to County Departments involve a broader range of services provided to County departments than will be provided to the Flood Management Authority under this Agreement. Each year, the Executive Director of TRFMA and Finance Director of the County will meet and adjust the cost allocations to reflect actual work being performed by the County.

[3] Stated as an annual amount. Unless otherwise agreed, 1/12 of this amount will be collected by County each month.

[4] These reserves include a negotiated reserve amount for expected direct charges in addition to 1/12 of the Scheduled Fees.

APPROVED on this _____ day of _____ for FY _____

COUNTY

AUTHORITY

Authorized Signature

Authorized Signature

Name and Title

Name and Title

(Rev. 2-22-12)

Interlocal Cooperative Agreement
(TRFMA Assets and Services)

Schedule 1-A

Technology Services

In accordance with §3.05 of this Agreement, County agrees to provide the following services to Authority:

1. IT Administrator: County shall train and authorize an on-site employee to have PC administration rights along with local administration rights of the Flood Project file server(s). On site employees will not have authorizations to create or edit user accounts, or other functions that need higher level domain administration privileges.
2. Participation in Networks and Systems
 - a. The Authority shall be connected to the County servers and information systems to the same extent as a department of the County, including:
 - i. Access to internet
 - ii. Access to County Intranet (SAP, ESS, Flipside etc)
 - iii. Email & Email archiving .
 - iv. Data backup & retention
 - v. Security Systems
 - b. Server access and maintenance includes:
 - i. J Drive
 - ii. I Drive
 - iii. Capacity planning
 - c. Authority's servers shall be connected to the County systems.
 - i. Flood Warning Server
3. Card Keys – County will maintain key card security services for Authority's main office, at its present location. If it is necessary to move the Authority's main office, movement of card keys, if that can be done, shall be provided as a direct charge.
4. Hardware Support
 - a. Authority shall purchase, its own equipment. County agrees to maintain and repair all equipment used by the Authority which County is authorized and capable of supporting.
 - b. County will provide virus protection software for Authority equipment.
5. Licenses and Software Support. County shall provide licenses and software support for:

- i. All standard office software held by County, including: Microsoft Windows, Microsoft Office (including Word, Excel, Outlook, PowerPoint, Access, Adobe);
 - ii. Visio, and Project;
 - iii. All GIS software; (items ii and iii are pretty broad. We will support what you have, but new and upgrades would need to be funded by flood.)
6. Telecommunications systems.
 - a. Authority shall acquire its own telecommunications equipment
 - b. Authority shall be connected to all County telecommunications systems, including:
 - i. Telephone lines
 - ii. Wireless connections
 - iii. Video Conferencing
 - iv. Voice mail
7. Regional GIS Coordinating Committee. Authority shall have access to all meetings proceedings, documentation and systems of the Regional Basemap Committee unless prohibited by the interlocal agreement regarding the coordinating committee.
- 8.

Costs and Fees

1. Costs/Fees to be included in the "Scheduled Costs and Fees" allocated under County Cal Cap system, subject to adjustment under ¶ 4.01.C:
 - a. Connection to and use of servers and systems
 - b. Help Desk
 - c. Security
 - d. Software upgrade (County standard)
 - e. Virus Protection and removal
 - f. Archiving
 - g. GIS
 - h. Card Key System
2. Costs/fee to be Directly Charged to Authority
 - a. Video Conferencing
 - b. Non-standard office software
 - c. Network connectivity monthly fees.

(Rev. 1-30-2012)

**Interlocal Cooperative Agreement
(TRFMA Assets and Services)
Schedule 1B Description of Equipment Maintenance Services.**

In accordance with Paragraph 3.08 of the Agreement, County agrees to provide the following services for Authority's motor vehicles and equipment.

1. Management Services:
 - a. Assist in purchasing and salvaging vehicles;
 - b. Register and maintain registration of all Authority vehicles with DMV;
 - c. Ensure registration certificates and collision report forms are in vehicles;
 - d. Provide expense projections for budget purposes;
 - e. Keep use and cost information for each vehicle;
 - f. Set common and custom service levels for each vehicle;
 - g. Provide consultation services as requested.

2. Maintenance and Repair Services:
 - a. Set preventative maintenance service schedules for all vehicles at a level the same as county vehicles with 27 point checklists;
 - b. Complete preventative maintenance as scheduled;
 - c. Respond to all maintenance and repair needs, immediately responding to service calls with staff or towing service or the appropriate method;
 - d. Provides or arranges for collision repair services repairs as needed;
 - e. Manages and maintains appropriate, safe and legal tires and tire services;
 - f. Provide loaner vehicles when Authority vehicles are in for repair or maintenance;
 - g. Administer service contracts to ensure that vendors are performing set service levels;

3. Fuel Cards. County will provide a county fuel card for each Authority vehicle and one emergency fuel card for Authority to use, and Authority agrees to reimburse County monthly.

(Rev 2-22-12)

Interlocal Agreement
(TRFMA Services and Assets)

Schedule 2

Real Estate to be Conveyed to Authority

#	Street Address	Comments
1	195 Edison Way	
2	185 Edison Way	
3	125 Edison Way	
4	105 Edison Way	
5	85 Edison Way	
6	5205 Mill St. (Excel Bldg)	
7	1725 S. McCarran Blvd (Bristlecone Bldg) including 5 acre feet of water rights under Permit # 12370.	
8	5305 Mill St (Coop Extension Bldg)	
9	East Steele Ranch (Rock Blvd & Mill St)	
10	4701 Mill St (Ferrari Ranch)	
11	Office Lease to 9390 Gateway Dr.	
12	155 Edison Way	
13	115 Coney Island	
14	Easement and improvements of levee and floodwall constructed on the Reno-Sparks Indian Colony and State of Nevada site.	

(Rev. 2-6-12)

Interlocal Agreement

(TRFMA Services & Assets)

Schedule 3

Personal Property to be Transferred

C Truckee River Flood Management Project

Property Information			
A. Values			
Total Building Values -		See real property schedule of values	
Total Vehicle Values		See vehicle schedule of values	
Total Field Equipment Values			
Monitoring Equipment	\$22,000.00	Field Equipment	
Flood Warning Equipment Replacement Parts	\$87,349.00	Field Equipment	
Flood Warning Equipment	\$151,225.00	Field Equipment	
Total	\$260,574.00		
Total Equipment Values			
Outreach Display Equipment	\$2,500.00	10' & table top	
Copy Machine	\$5,000.00	Large	
Copy Machine	\$3,000.00	Small	
Sony Handycam DCR-SX41	\$250.00	1	
Olympus Stylus 1070 Digital Camera	\$200.00	1	
Conference Call Phone	\$1,200.00	1	
Binding Equipment	\$1,100.00	2	
Book Shelves	\$1,500.00	Tall 3	
Book Shelves	\$2,800.00	Short 5	
Filing Cabinets	\$14,000.00	9	
Work Stations	\$45,000.00	14	
Storage Cabinets	\$3,500.00	4	
Refridgerator	\$800.00	1	
Conference room Chairs	\$18,000.00	70	
Work station chairs	\$6,500.00	15	
Crédenzas	\$2,000.00	3	
Drafting Tables	\$2,500.00	2	
Map Flat file Drawers	\$300.00	1	
Work Tables	\$1,000.00	5	
White Boards	\$2,000.00	3 large	
White Boards	\$1,000.00	3 small	
Total	\$114,150.00		
Total EDP Equipment Values			
Desktop Computers	\$17,850.00	17	
Extra Monitors	\$1,500.00	11	
Large Monitors	\$900.00	3	
Laptops	\$2,500.00	2	
Printers	\$1,000.00	3	
HP Designjët 1055 Plotter	\$10,000.00	1	
Video Conferencing Equipment	\$16,000.00	1	
Connectivity Equipment	\$15,000.00		
Wireless Internet	\$8,000.00		

Vehicle Schedule

Veh #	Year	Manufacturer	Model	VIN	Use/Dept	Lic #
2170	2008	Chevrolet	Trailblazer LS	1GNDTJ3S082137782	TRFP	ex 34514
2560	2010	Chevrolet	Silverado LT	1GSKSE31A2241984	TRFP	ex 34816

(Rev 2-14-12)

Interlocal Agreement

(TRFMA Services and Assets)

Contracts to be assigned/closed

#	Contract With:	Type	Estimated Balance [1]	Holdback Amount [2]	Action [3]
1	Kaempfer Crowell	Legal Services	\$104,248	\$104,248	Novation [3]
2	Michael Chapman	Legal Services	\$88,566	\$88,566	TRFMA to obtain new contract
3	Swendseid & Stern	Legal Services		-0-	TRFMA to obtain new contract [3]
4	Summit Engineering	Engineering Services	\$29,272	\$29,272	Novation [3]
5	Stantec Consulting	Engineering Services	\$20,000	\$20,000	Novation [3]
6	Tovey-Wade Consulting	Engineering Services	\$8,709	\$8,709	Novation [3]
7	Wood Rogers	Engineering Services	\$39,932	\$39,932	Novation [3]
8	Manhard Consulting	Engineering Services	\$678,021	\$678,021	Expired. County pay off and close. New contract with TRFMA.
9	Kleinfelder West	Engineering Services			Novation [3]
10	Carmen Group	Consultant	\$11,683	\$11,683	Novation [3]
11	Marcus Faust	Consultant	\$3,530	\$11,683	Novation [3]
12	Financial Consulting Services	Financial Consulting	\$148,661	\$148,661	Novation [3]
13	Reno Sparks Indian Colony	Levee Maintenance		-0-	Novation --
14	City of Reno	Financing of Bridge Project Study	\$3,951,000	-0-	Novation Reno consented to novation in ¶9.02 of ICA - no holdback necessary
15	OPC	Acquisition/Relocation Consulting	\$190,659	\$190,659	Expired. Pay off and close. New contract with TRFMA
16	Property Specialists	Acquisition/Relocation Consultant	\$2,780	\$2,780	Terminate and pay out.
17	Signature Landscape	Landscaping of RSIC Levee	\$10,030	\$10,030	Novation [3]
18	TNC Tracy financing agreement	Ecosystem restoration near Tracy	\$140,424	\$140,424	Novation [3]
19	Interpretive Gardens	RSIC Levee work	\$15,956	\$15,956	Novation [3]
20	Moana Lane Nursery	RSIC levee work	\$2,688	\$2,688	Novation [3]

21	Nature Conservancy	Tracy Restoration	\$140,424	\$140,424	Novation [3]
22	Facilities Management	Demolition	\$37,298	\$37,298	Novation [3]
23	Real Estate Purchase and Sale Agreement (UNR Farms Property)	Real Estate acquisition	No binding Agreement Reached	-0-	Remove and remit escrow funds and assign contract to Authority.
24	Empire Contractors	Demolition	\$74,412	\$74,412	Novation [3]
25	Lisa Monroe	Asbestos Survey	\$3,425	\$3,425	County pay and close
26	Oliese Construction	Demolition	\$5,000	\$5,000	County pay and close.
27	HDR Engineering		\$10,295	\$10,295	Novation [3]
28	Kafoury Armstrong	Accounting	\$3,715	\$3,715	Novation [3]
29	Hobbs Ong	Financial Consulting	\$20,000	\$20,000	Novation [3]
30	CH2MHill	Engineering	\$18,419	\$18,419	Novation [3]
31	Michael Baker	Engineering	\$28,279	\$28,279	Novation [3]
31	Envision Video	Video Services	\$6,599	\$6,599	Novation [3]
32	JRJ Nevada LLC	Risk Management	\$15,105	\$15,105	Novation [3]
33	Public Financial Management Inc.	JPA Formation	\$18,000	\$18,000	Novation [3]
34	Niki Linn	Transcribing	\$920	\$920	Novation [3]
35	G3 Productions	Video Broadcast Services	\$2,222	\$2,222	County pay and close New PO from TRFMA
36	Sierra Office Solutions	Office Supplies	\$3,515	\$3,515	County pay and close New PO from TRFMA
37	Canon Financial Services	Copier Rental	\$5,531	\$5,531	Novation [3]
38	Office Max	Supplies	\$7,177	\$7,177	Novation [3]
39	Nevada Blue	Printing	\$940	\$940	County pay and close.
40	Zayo Bandwidth	Network Data Lines	\$6,261	\$6,261	Novation [3]
41	Wells Fargo Insurance Services	Insurance	\$-0-	??	Novation. [3]
42	Reno Technology Center #1		\$68,128	\$68,128	Novation [3]
43	TSG Systems	Annual Maintenance Fee	\$8,972	\$8,972	Novation [3]
44	Ronald Olson	Flood Warning Consulting	\$24,850	\$24,850	Novation [3]

45	US Dep't of Interior	Streamflow Monitoring	\$57,010	\$57,010	Novation [3]
46	Riverside Technology	Revitalize DWR	\$12,500	\$12,500	Novation [3]
47	Pondera Ecological	Consulting	\$15,982	\$15,982	Novation [3]
48	Western Environmental Labs	Water Sample Testing	\$6,956	\$6,956	Novation [3]
49	Ecoanalysts		\$9,636	\$9,636	Novation [3]
50	Burgarello	Alarm Services	\$1,969	\$1,969	Novation [3]
51	Reno Green	Landscaping	\$13,974	\$13,974	Novation [3]
52	SimplexGrinnell		\$6,988	\$6,988	Novation [3]
53	City of Sparks	North Truckee Drain Financing Agg.	??	-0-	Novation – Sparks agreed to novation in §10.02, so no holdback required
			\$5,851,686	\$2,073,048	

[1] Estimated from Encumbrance Status Report dated Feb 3, 2012

[2] A negotiated amount which will be used by County to pay contracts pending novation with balance to be remitted to Authority following novation.

[3] Invoices received up to date of novation will be paid by County out of holdback funds.

Truckee River Flood



Management Authority

Flood Management
Authority Board

April 17, 2012

Directors

Ron Smith, Chair
David Aiazzi, Vice-Chair
David Humke
Kitty Jung
Geno Martini
Jessica Sferrazza

Ms. Sheri Mendez
Washoe County Finance Director
P. O. Box 11130
Reno, Nevada 89520

Re: Transfer of funds from Washoe County to the Truckee River Flood Management Authority

Dear Ms. Mendez:

The Interlocal Cooperative Agreement (ICA) that establishes the Truckee River Flood Management Authority (TRFMA) provides that Washoe County will deliver possession of all cash or fund balances acquired by the County within ninety (90) days of a request by the TRFMA. On December 27, 2011, Deputy Director Jay Aldean requested that the Infrastructure Tax Fund balances be transferred in accordance with §8.01 of the ICA. After this request the County and the FMA immediately began preparations for the transfer, including the negotiation and drafting of the Assets and Services Interlocal Agreement. However, at the March 9, 2012 meeting of the TRFMA Board, you indicated that Washoe County would not be transferring the funds, citing a lack of executive authority. Washoe County's Deputy District Attorney also expressed concerns over whether Mr. Aldean had authority to request the transfer of funds.

In order to clarify the issue of whether a proper request for the funds was made, the TRFMA Board of Directors voted on April 13, 2012 to renew the earlier request for funds and to request the transfer of all real property, personal property, and the assignment of all existing contracts. By that vote I am authorized to make this renewed request for the transfer of all cash or fund balances, all property, and contracts in accordance with the ICA and hereby request that you make the transfer of funds and property pursuant to §8.01 of the ICA as expeditiously as possible. If you need any information in order to make the transfer, including the bank account number, please contact Lori Williams, TRFMA Senior Financial Analyst.

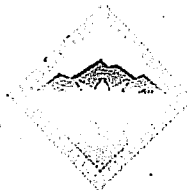
Thank you for your assistance in this matter.

Sincerely,

Ron Smith, Chair
TRFMA Board of Directors

MW/lm

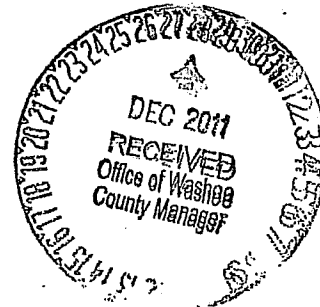
Truckee River Flood



Management Authority

Flood Management
Authority Board

December 27, 2011



Directors

Ron Smith, Chair
Bob Larkin, Vice-Chair
David Aiazzi
David Humke
Geno Martini
Jessica Sferrazza

Mr. John Sherman, Director
Washoe County Finance Department
1001 E. Ninth Street, Room A-225
Reno, NV 89512

Re: Request for Transfer of Funds from Washoe County to the FMA

Dear Mr. Sherman:

On December 1, 2011, I sent you a letter outlining what I understood to be the last steps that needed to be taken in order to request the transfer of funds from Washoe County to the Truckee River Flood Management Authority (FMA). These included the opening of a bank account, the adoption of financial policies and procedures, and a decision on the reservation of funds to cover one month of FMA employee salaries and benefits.

These prerequisites have all now been met with the opening of a bank account with Bank of America effective January 1, 2012 (see attached) and the adoption of the last of the necessary policies by the FMA Board of Directors on December 9, 2011. I therefore request pursuant to §8.01 of the Interlocal Cooperative Agreement that the County transfer the Infrastructure Fund Project Net Proceeds to the FMA, minus those amounts that are to be held in reserve.

I anticipate that Washoe County may need to temporarily maintain a larger reservation of funds in order to cover administrative fees which have not yet been quantified. I suggest that we meet to establish a temporary reservation amount pending the completion of the Assets and Services ICA so that the transfer of funds will not be delayed.

Thank you for your assistance in this matter.

Sincerely,

Jay L. Aldean, P.E.
Executive Director

JLA;MLW/lm

Attachment: Agreement for Banking Services

Cc: TRFMA Board of Directors
Katy Simen, Washoe County Manager
Sherri Mendez, CPA, Comptroller

(Rev. 6-25-12)

*Receipt acknowledged
6/28/12 - [Signature]
Ticor Title*

INSTRUCTIONS TO CLOSE ESCROW AND RETURN FUNDS
(Sale of portion of property at UNR Main Station Field Laboratory)

TO: Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, Nevada 89511
Attn: Rebecca Rich

RE: Your Order No. 1001340-RR

Seller: Board of Regents of the
Nevada System of Higher Education on behalf of the
University of Nevada, Reno ("NSHE")
1664 North Virginia Street
Reno, Nevada 89557

Buyer Washoe County,
a political subdivision of the state of Nevada
for the benefit of the Truckee River Flood Management Project.
9390 Gateway Drive, Suite 230
Reno, Nevada 89521-8900

To be assigned to:
Truckee River Flood Management Authority
9390 Gateway Driver, Suite 230
Reno, Nevada 89521-8900

DATE: As of June 28, 2012

1. BACKGROUND

On or about February 15 of 2011, you received "Opening Escrow Instructions" in the above referenced matter (copy attached) together with \$4 million from Washoe County as a refundable good faith deposit.

In Paragraph 4 of those jointly executed Opening Escrow Instructions, you were instructed:

“The Good Faith Deposit is to be placed in an interest-bearing account to be approved by Buyer. Prior to receiving Final Escrow Instructions, you are to return the Good Faith Deposit (less all costs and fees incurred by you) to Buyer upon demand.”

“Prior to Final Escrow Instructions being deposited by Buyer and Seller, it is not necessary for you to inquire of or obtain permission from Seller in order to comply with Buyer’s demand to return the Good Faith Deposit.”

In Paragraph 5 of the jointly executed Opening Escrow Instructions, you were instructed:

“Prior to Final Escrow Instructions, all fees, costs and expenses of escrow and title due diligence (including title reports and surveys) incurred by you may be taken out of the Good Faith Deposit.”

You have not been given any final escrow instructions in this matter.

2. CLOSING INSTRUCTIONS

The parties have decided not to move forward with the sale/acquisition.

Buyer therefore demands that you return the refundable good faith deposit (less all fees, costs and expenses of escrow and title due diligence) to Buyer. Please wire the funds to Washoe County as provided in the attached wire instructions.

You are then directed to close your escrow files on the matter.

A draft of this document was sent to the University of Nevada (Attn: Troy Miller) on Monday, June 25, 2012. If you receive any objection from the University, please inform Greg Salter, Deputy District Attorney (775) 337-5726, email gsalter@da.washoecounty.us.

Thank You for your professional and expert assistance in this matter. While we could not consummate this deal, we look forward to doing future deals with you as title and escrow agent.

//////////////////////////////////Nothing follows on this page//////////////////////////////////

EXECUTED on the date indicated

Buyer

WASHOE COUNTY, a political subdivision of the State of Nevada

By Robert M Larkin Date June 28 2012
Robert M. Larkin, Chairman
Board of County Commissioners

Attest:

By Amy Harvey Date June 28 2012
Amy Harvey, County Clerk

Approved as to Form and Legality:
RICHARD A. GAMMICK
District Attorney

By ASanta Date June 28 2012
Deputy
Deputy

(Rev. 2-11-11)

*Rec'd
2-15-11
R. Rich
A. Escrow
Ticor Title*

OPENING ESCROW INSTRUCTIONS
(Sale of portion of property at UNR Main Station Field Laboratory)

TO: Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, Nevada 89511
Attn: Rebecca Rich

RE: Your Order No. 1001340-RR

Seller: Board of Regents of the
Nevada System of Higher Education on behalf of the
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1664 North Virginia Street
Reno, Nevada 89557

Buyer Washoe County,
a political subdivision of the state of Nevada
for the benefit of the Truckee River Flood Management Project.
9390 Gateway Drive, Suite 230
Reno, Nevada 89521-8900

To be assigned to:
Truckee River Flood Management Authority
9390 Gateway Driver, Suite 230
Reno, Nevada 89521-8900

DATE: As of February 8, 2011

1. BACKGROUND; APPOINTMENT OF ESCROW AGENT

For the purpose of constructing flood control facilities Buyer needs to acquire a portion of Seller's property located between Clean Water Way and the Truckee River east of McCarran Boulevard which property is presently being used as the University of Nevada, Reno Agricultural Facility Main Station Field Laboratory. Buyer and Seller are in due diligence and expect to reach an agreement in the next few weeks as to what property will specifically be acquired and the terms of the sale.

Buyer has budgeted and encumbered \$4,000,000 toward the sale and Seller and Buyer desire to have it placed in escrow as a good faith deposit.

Buyer and Seller hereby appoint you as Escrow Agent for this transaction.

It is expected that prior to close of the sale, the Purchase and Sale Agreement will be transferred to and assumed by the Truckee River Flood Management Authority, a joint powers agency being created by an Interlocal Cooperative Agreement among Washoe County, the City of Reno, and the City of Sparks.

2. SUPPLEMENTAL INSTRUCTIONS

These instructions shall constitute the initial escrow instructions. Supplemental escrow instructions may be executed by:

Naomi Duerr for Buyer
Troy Miller for Seller

3. DOCUMENTS TO BE PLACED IN ESCROW

√	Document	
1	These Opening Escrow Instructions	Executed by Buyer and Seller.
2	Upon reaching agreement on property and terms of sale, Buyer and Seller will deposit into escrow the Purchase Agreement and Final Escrow Instructions, together with transaction documents for closing.	
3	Notice of Assignment of Real Estate Purchase and Sale Agreement from Washoe County, Nevada to the Truckee River Flood Management Authority.	

4. FUNDS TO BE PLACED IN ESCROW; DISBURSAL OR RETURN

√	Amount	By
1.	\$4,000,000 Refundable Good Faith Deposit.	Buyer
2	None	Seller

The Good Faith Deposit is to be placed in an interest-bearing account to be approved by Buyer. Prior to receiving Final Escrow Instructions, you are to return the Good Faith Deposit (less all costs and fees incurred by you) to Buyer upon demand.

Prior to Final Escrow Instructions being deposited by Buyer and Seller, it is not necessary for you to inquire of or obtain permission from Seller in order to comply with Buyer's demand to return the Good Faith Deposit.

5. ALLOCATION OF COSTS

Prior to Final Escrow Instructions, all fees, costs and expenses of escrow and title due diligence (including title reports and surveys) incurred by you may be taken out of the Good Faith Deposit.

6. ACTIONS BY ESCROW AGENT. You are hereby directed by the parties to take the following actions:

#	When	Action to take
a.	Immediately on opening of escrow	Place Good Faith Deposit funds in an interest bearing account.
b	Immediately upon opening of escrow	Please provide a closing letter from the Underwriter of Title Insurance for Ticor of Nevada Inc.
c.		Wait for Final Escrow Instructions

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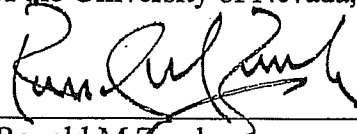
OPENING ESCROW INSTRUCTIONS
(Sale of portion of property at UNR Main Station Field Laboratory)

Counterpart Signature Page

Seller

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on
behalf of the University of Nevada, Reno

By



2/11/11

Ronald M Zurek
Vice President Administration and Finance
University of Nevada, Reno

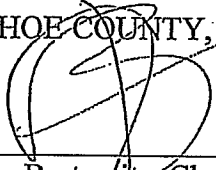
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Counterpart Signature Page

EXECUTED on the date indicated

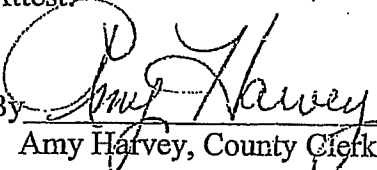
Buyer

WASHOE COUNTY, a political subdivision of the State of Nevada

By  _____
John Breternitz, Chairman
Board of County Commissioners

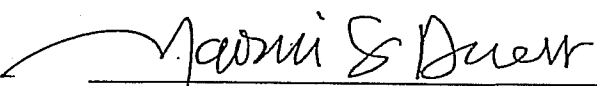
Date February 8, 2011

Attest:

By  _____
Amy Harvey, County Clerk

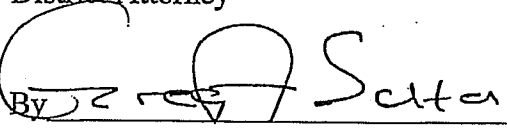
Date February 8, 2011

Approved:

 _____
Naomi Duerr, Director, Truckee River
Flood Project

Date February 15, 2011

Approved as to Form and Legality:
RICHARD A. GAMMICK
District Attorney

By  _____
Deputy

Date Feb 15 2011

WASHOE COUNTY TREASURER

TAMMI DAVIS

FRANCES FINCH
ASSISTANT CHIEF DEPUTY

JILL S. COMBS
DEPUTY TREASURER

LAURIE INGRAHAM
DEPUTY TREASURER

LINDA JACOBS
DEPUTY TREASURER

WASHOE COUNTY ELECTRONIC FUNDS TRANSFER INFORMATION

WASHOE COUNTY TREASURER
P O BOX 30039
RENO NV 89520-3039

BANK OF AMERICA
401 So. Virginia St – Second Floor
Reno NV 89501
Contact: Gerry Tellez 1-888-715-1000, Option #3, ext. 38124

Checking A/C# 000356040335

ROUTING # 122400724 (use for ACH transactions)
ABA # 026009593 (use for WIRE transactions)

Washoe County Contact Information:

Frances Finch
Asst. Chief Deputy Treasurer
ffinch@washoecounty.us
(775) 328-2545

Laurie Ingraham
Deputy Treasurer
lingraham@washoecounty.us
(775) 328-2541

Alternate email address: Treasteam@washoecounty.us

Main number (775) 328-2510
Fax number (775) 328-2500

IMPORTANT NOTE: When sending funds to Washoe County, make sure to include the department the funds are for in the remittance information to ensure the monies are properly credited.

88-6000138
Washoe County
Employee ID#

(Rev. 2-11-11)

*Rec'd
2-15-11
Rich
An. Escrow
Ticor Title*

OPENING ESCROW INSTRUCTIONS
(Sale of portion of property at UNR Main Station Field Laboratory)

TO: Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, Nevada 89511
Attn: Rebecca Rich

RE: Your Order No. 1001340-RR

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Nevada System of Higher Education on behalf of the
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1664 North Virginia Street
Reno, Nevada 89557

Buyer Washoe County,
a political subdivision of the state of Nevada
for the benefit of the Truckee River Flood Management Project.
9390 Gateway Drive, Suite 230
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To be assigned to:
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DATE: As of February 8, 2011

1. BACKGROUND; APPOINTMENT OF ESCROW AGENT

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4. FUNDS TO BE PLACED IN ESCROW; DISBURSAL OR RETURN

✓	Amount	By
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2	None	Seller

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5. ALLOCATION OF COSTS

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#	When	Action to take
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c.		Wait for Final Escrow Instructions

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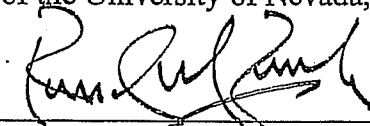
OPENING ESCROW INSTRUCTIONS
(Sale of portion of property at UNR Main Station Field Laboratory)

Counterpart Signature Page

Seller

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION on
behalf of the University of Nevada, Reno

By



2/11/11

Ronald M Zurek
Vice President Administration and Finance
University of Nevada, Reno

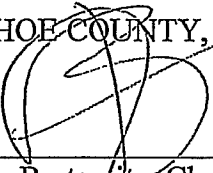
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Counterpart Signature Page

EXECUTED on the date indicated

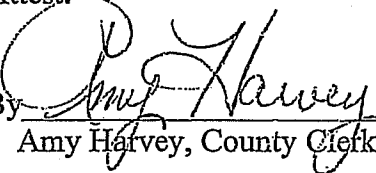
Buyer

WASHOE COUNTY, a political subdivision of the State of Nevada

By 
John Bretenitz, Chairman
Board of County Commissioners

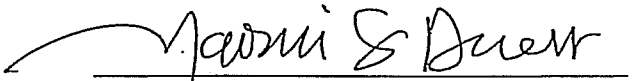
Date February 8, 2011

Attest:

By 
Amy Harvey, County Clerk

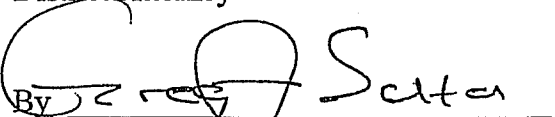
Date February 8, 2011

Approved:


Naomi Duerr, Director, Truckee River
Flood Project

Date February 15, 2011

Approved as to Form and Legality:
RICHARD A. GAMMICK
District Attorney

By 
Deputy

Date Feb 15 2011



WIRE INSTRUCTIONS

PLEASE NOTE THESE INSTRUCTIONS ARE FOR FEDERAL RESERVE WIRE TRANSFERS ONLY. USE OF THESE INSTRUCTIONS FOR ANY OTHER TYPE OF DEPOSIT SUCH AS AN ELECTRONIC FUNDS TRANSFER, BILL PAY, OR DIRECT DEPOSIT WILL RESULT IN THE DEPOSIT BEING RETURNED.

Ticor Title of Nevada, Inc. WIRING INSTRUCTIONS

RENO MAIN

BANK OF THE WEST
300 SOUTH GRAND AVENUE
LOS ANGELES, CA 90071

ABA NO.:121100782

Ticor Title of Nevada, Inc.
ESCROW TRUST ACCOUNT

ACCOUNT NO.: 847057221

PLEASE REFERENCE THE ESCROW NUMBER

01001340-RR

Washoe County

THANK YOU,

Rebecca Rich
rabecca.rich@ticortitle.com

Salter, Gregory

From: Salter, Gregory
Sent: Friday, July 06, 2012 4:14 PM
To: North, Dan; Williams, Lori; Fujii, Mimi; Wolz, Michael
Cc: Washburn, Cynthia; Mendez, Sheri
Subject: RE: Received the Ticor Escrow Deposit today for UNR Farms

They apparently deducted it as the closing ledger I received yesterday (copy attached) said \$4,007,736.83 was available for distribution and we got 4,006,236.83. Looks like we're done.

Greg

From: North, Dan
Sent: Friday, July 06, 2012 4:09 PM
To: Williams, Lori; Fujii, Mimi; Wolz, Michael
Cc: Salter, Gregory; Washburn, Cynthia; Mendez, Sheri
Subject: Received the Ticor Escrow Deposit today for UNR Farms

We received the UNR Farms escrow deposit \$4,000,000 including interest of \$6,236.83 today and the \$4,006,236.83 is being transferred to the TRFMA investment fund 7211.

Greg, from your previous emails about the fee being paid to Ticor \$1,500 did they deduct it from the wire or are they going to send an invoice? I have not received an accounting.

Dan North
Accountant II
Comptroller's Office
328-2570

Ticor Title of Nevada, Inc.

Reno

Escrow Ledger Listing

Print Date - Time: 07/05/2012 - 11:14:19AM

Page: 1

User: RR

File Information	Ledger Totals
Escrow Number: 01001340	Posted Balance: 4,007,736.83
Escrow Officer: RR - Rabecca Rich	Receipts In Process: 0.00
Branch: 005 - Commercial Division	Disbursements In Process: 0.00
Bank: 01-Bank of the West	Receipts On Hold: 0.00
Account Number: 847057221	Available Balance: <u>\$4,007,736.83</u>
Seller / Buyer: University of Nevada Real Estate/Washoe County	Savings Balance: (\$510.17)
Property Address: APN 021-010-05 Washoe County, NV	

Posted Items								
Date	Src	By	Payor/Payee/Memo	Type	Number	Receipts	Disbursements	Balance
03/04/2011	R 01	DF	Washoe County Treasurer	WIN	508837	4,000,000.00	0.00	4,000,000.00
03/04/2011	D 01	PB	WELLS FARGO BANK		50011239C	0.00	(2,000,000.00)	2,000,000.00
03/07/2011	R 01	DF	TICOR FBO WASHOE COUNTY	STF	508845	(2,000,000.00)	0.00	0.00
07/02/2012	R 01	NW	CLOSE IBA 024075101-BOW	STF	510286	2,002,596.09	0.00	2,002,596.09
07/02/2012	R 01	MA	Washoe County	CF	510291	2,005,140.74	0.00	4,007,736.83
							Posted Balance:	\$4,007,736.83

WASHOE COUNTY TREASURER
P O BOX 30039
RENO NV 89520-3039

.....
BANK OF AMERICA

A/C# 000356040335

ELECTRONIC FUNDS TRANSFER INFORMATION FOR ACH

ROUTING # 122400724

ELECTRONIC FUNDS TRANSFER INFORMATION FOR WIRE

ABA # 026009593
.....

Contact Information:

Frances Finch
Asst. Chief Deputy Treasurer
ffinch@washoecounty.us
(775) 328-2545

Laurie Ingraham
Deputy Treasurer
lingraham@washoecounty.us
(775) 328-2541


Main number (775) 328-2510
Fax number (775) 328-2500

Washoe County

Memorandum

To: Sheri Mendez, Finance Director
From: Robert M. Larkin, Chairman of the Board of County Commissioners
Re: Transfer of funds to Truckee River Flood Management Authority
Date: June 28, 2012

Under ¶ 5.07.A of the Interlocal Agreement (TRFMA Assets and Services) approved by the Board of County Commissioners, I authorize and direct you to negotiate the amount and transfer funds and balances held by the County for the benefit of the Truckee River Flood Management Project to the Truckee River Flood Management Authority as provided in §5.02 of that Agreement.



Robert M. Larkin, Chairman
Board of County Commissioners

JUN 28 2012

Date

BILL OF SALE

The County of Washoe, a political subdivision of the state of Nevada (County), and The Truckee River Flood Management Authority (TRFMA), do hereby agree as follows:

A. As of March 13, 2011 County, and the cities of Reno and Sparks, entered into an Interlocal Cooperative Agreement (Truckee River Flood Management Project) (the "ICA") creating the TRFMA to manage, operate and control the Truckee River Flood Management Project.

B. Under the previous 2005 Cooperative Agreement, County has accumulated funds, acquired assets and entered into contracts for the benefit of the Truckee River Flood Management Project, and under Article 8 of the ICA, County has agreed to turn over the funds, assets, and contracts to the TRFMA.

C. In furtherance of the obligations under Article 8 of the ICA, County and TRFMA entered into the Interlocal Agreement (TRFMA Assets and Services) (hereinafter Assets and Services Agreement) effective June 1, 2012. The Assets and Services Agreement states: "County does hereby grant, bargain, sell and convey all title rights and interest in all Flood Project Property, including but not limited to the property described in Schedule 3, to Authority." Assets and Services Agreement, ¶5.04.A.2. In furtherance of that transfer of property the Assets and Services Agreement provides that the County shall execute and deliver bills of sale to TRFMA. ¶5.04.A.2

NOW THEREFORE, in exchange for the mutual covenants and undertaking which constitute adequate consideration and in accordance with the requirements of the ICA and the Assets and Services Agreement, County does hereby grant, bargain, sell and convey all title, rights and interest in all Truckee River Flood Project personal property, including but not limited to the property described in the schedule attached hereto, which is identical to Schedule 3 to the Interlocal Agreement (TRFMA Assets and Services) of June 1, 2012.

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale on this ___ day of June, 2012.

WASHOE COUNTY

A political subdivision of the State of Nevada

By Robert M Larkin
Robert M. Larkin, Chairman
Board of County Commissioners

Date JUN 28 2012

Attest:

By Amy Harvey
Amy Harvey, County Clerk

Date JUN 28 2012

Approved as to form
RICHARD A. GAMMICK
District Attorney

By Greg A Senter
Deputy

JUN 27 2012

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

By Ron Smith
Ron Smith, Chairman, Board of Directors

Date JUN 28 2012

Attest:

By Michael W. [Signature]

Date JUN 28 2012

(Rev. 2-6-12)

Interlocal Agreement
(TRFMA Services & Assets)
Schedule 3
Personal Property to be Transferred

C Truckee River Flood Management Project

Property Information			
A. Values			
Total Building Values -		See real property schedule of values	
Total Vehicle Values		See vehicle schedule of values	
Total Field Equipment Values			
Monitoring Equipment	\$22,000.00	Field Equipment	
Flood Warning Equipment Replacement Parts	\$87,349.00	Field Equipment	
Flood Warning Equipment	\$151,225.00	Field Equipment	
Total	\$260,574.00		
Total Equipment Values			
Outreach Display Equipment	\$2,500.00	10' & table top	
Copy Machine	\$5,000.00	Large	
Copy Machine	\$3,000.00	Small	
Sony Handycam DCR-SX41	\$250.00	1	
Olympus Stylus 1070 Digital Camera	\$200.00	1	
Conference Call Phone	\$1,200.00	1	
Binding Equipment	\$1,100.00	2	
Book Shelves	\$1,500.00	Tall 3	
Book Shelves	\$2,800.00	Short 5	
Filing Cabinets	\$14,000.00	9	
Work Stations	\$45,000.00	14	
Storage Cabinets	\$3,500.00	4	
Refridgerator	\$800.00	1	
Conference room Chairs	\$18,000.00	70	
Work station chairs	\$6,500.00	15	
Credenzas	\$2,000.00	3	
Drafting Tables	\$2,500.00	2	
Map Flat file Drawers	\$300.00	1	
Work Tables	\$1,000.00	5	
White Boards	\$2,000.00	3 large	
White Boards	\$1,000.00	3 small	
Total	\$114,150.00		
Total EDP Equipment Values			
Desktop Computers	\$17,850.00	17	
Extra Monitors	\$1,500.00	11	
Large Monitors	\$900.00	3	
Laptops	\$2,500.00	2	
Printers	\$1,000.00	3	
HP Designjet 1055 Plotter	\$10,000.00	1	
Video Conferencing Equipment	\$16,000.00	1	
Connectivity Equipment	\$15,000.00		
Wireless Internet	\$8,000.00		

Vehicle Schedule

Veh #	Year	Manufacturer	Model	VIN	Use/Dept	Lic #
2170	2008	Chevrolet	Trailblazer LS	1GNDTJ3S082137782	TRFP	ex 34514
2560	2010	Chevrolet	Silverado LT	1GCSKSE31A2241984	TRFP	ex 34816