WESTERN REGIONAL WATER COMMISSION
AGENDA
Friday, May 16, 2008
1:30 p.m.
Washoe County Department of Water Resources
Community Meeting Room
4930 Energy Way, Reno, Nevada

NOTICE OF POSSIBLE QUORUM OF THE BOARD OF DIRECTORS OF THE TRUCKEE MEADOWS WATER AUTHORITY ("TMWA"), BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY ("BBC") AND BOARD OF TRUSTEES OF THE SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT ("STMGID")
(see ‘Notes’)

1. Public Comment* (Three-minute time limit per person)
2. Roll Call and Determination of presence of a Quorum*
3. Approval of Agenda
4. Approval of the minutes of the April 11, 2008 meeting

OPEN PUBLIC HEARING
5. Public Comment (Three-minute time limit per person)
6. Adoption of Budget for FY2009 — Jim Smitherman
7. Adoption of Regional Water Management Fee — Jim Smitherman

CLOSE PUBLIC HEARING
8. Assignment and assumption by the Commission of prior Regional Water Management Fund contracts — Jim Smitherman
9. Discussion, direction and possible adoption of WRWC work plan including establishment of priorities for funding of projects with the Regional Water Management Fund — Jim Smitherman
10. Update on the Northern Nevada Water Planning Commission, discussion and direction to staff on proposed future agenda items — Jim Smitherman
11. Update regarding the status of Regional Water Plan Amendments — Jim Smitherman
12. Request for Commission clarification of the amendments to the Joint Powers Agreement to be recommended to member agencies — Rosemary Menard and Lori Williams
13. Review and request for approval of contract for legal services with John Rhodes — Darrin Price
14. Request for approval of agreement for the investment of Regional Water Management Funds in the Washoe County Investment Pool — Ben Hutchins
15. Discussion and possible Commission action regarding coverage of Commission meetings by SNCAT and meeting venue — City of Sparks Council Chambers or City of Reno Council Chambers — Lori Williams

16. Proposal for Western Regional Water Commission Summer Meeting Dates — Lori Williams

17. Discussion and possible direction to staff regarding agenda items for the June 13, 2008 Western Regional Water Commission meeting

18. Commission Comments*

19. Staff Comments*

20. Public Comment* (Three-minute time limit per person)

21. Adjournment

*Indicates a non-action item

Notes: Because several of the Commissioners are also members of the Board of Directors of TMWA, or members of the BCC, or members of the Board of Trustees of STMGID, it is possible that a quorum of the TMWA Board, the BCC, and the STMGID Board may be present. Such members will not take action at this meeting as members of the TMWA Board, the BCC, or the STMGID Board, but may take action solely in their capacity as members of the Interim Commission.

Public comment will be taken on agenda items upon the submittal of a request via submittal of a Speaker Information Card. There is a three minute time limit per person.

Items on the agenda without a time designation may not necessarily be considered in the order in which they appear. The Commission may take action on any of the action items listed.

Facilities in which this meeting is being held are accessible to the disabled. Persons with disabilities who require special accommodations or assistance (e.g. sign language interpreters or assisted listening devices) at the meeting should notify the Washoe County Department of Water Resources, at 954-4663, at least 24 hours prior to the meeting.

In accordance with NRS 241.020, this agenda has been posted at the following locations: Reno City Hall (1 East First Street), Sparks City Hall (431 Prater Way), Sparks Justice Court (630 Greenbrae Dr), Sun Valley GID (5000 Sun Valley Blvd.), TMWA (1355 Capital Blvd.), Washoe County Administration Building (1001 E. 9th Street), Washoe County Clerk’s Office (Court and Virginia Streets), Washoe County Central Library (301 South Center St.), Washoe County Department of Water Resources (4930 Energy Way), Galena Market (19990 Thomas Creek Rd.), Galena High School (3600 Butch Cassidy Way), South Valleys Library (15650A Wedge Parkway), TMWA’s website: http://www.tmh2o.com/about_us/meeting_center, and the Western Regional Water Commission’s website: http://wrwc.us.
WESTERN REGIONAL WATER COMMISSION
DRAFT MINUTES

Friday, April 11, 2008

The regular meeting of the Western Regional Water Commission (WRWC) was held on Friday, April 11, 2008, at 1:30 p.m., at Washoe County Department of Water Resources, 4930 Energy Way, Reno, Nevada.

1. Roll Call and Determination of presence of a Quorum – Chairman Carrigan called the meeting to order at 1:32 p.m. There was a quorum present.

Commissioners Present:
Mike Carrigan, Chair
Dave Aiazzi, Vice-Chair (arrived at 1:35 p.m.)
Jim Ainsworth
Bob Cashell
Steve Cohen
Bob Larkin
Geno Martini
Ron Smith
Bonnie Weber

Representing:
Truckee Meadows Water Authority (TMWA)
City of Reno
Sun Valley General Improvement District (SVGID)
Truckee Meadows Water Authority (TMWA)
South Truckee Meadows General Improvement District (STMGID)
Truckee Meadows Water Authority (TMWA)
Truckee Meadows Water Reclamation Facility (TMWRF)
City of Sparks
Washoe County

Commissioners Absent:
None

Representing:
South Truckee Meadows General Improvement District (STMGID)
City of Reno Public Works
Truckee Meadows Water Authority (TMWA)
TMWA / McDonald Carano Wilson
Washoe County Department of Water Resources
City of Reno Public Works
Washoe County Department of Water Resources
City of Sparks Public Works
Washoe County District Attorney’s Office
Regional Water Planning Commission (RWPC)
Sun Valley General Improvement District (SVGID)
Truckee Meadows Water Authority (TMWA)

Staff Members Present:
John Bronder
Greg Dennis
Mark Foree
Sylvia Harrison
Ben Hutchins
Neil Mann
Rosemary Menard
Darrin Price
Jeanne Ruefer
Wayne Seidel
Pete Simeoni
Jim Smitherman
Stewart White
Lori Williams

2. Public Comment

Chairman Carrigan called for public comments. Stuart MacKie stated that he appreciated what this Board tried to do; however, “We’re still going to have to take you to court. We appreciate what you tried. We’ll work with you as much as we possibly can. Some of you are making it impossible to work.” Commissioner Cashell asked to whom “we” refers. Mr. MacKie stated, “I must be bothering you if you are making comments. This is my time to speak. Thank you for your time.”

Chairman Carrigan called for further public comment and hearing none, closed the public comment period.
3. Approval of Agenda

Commissioner Larkin made a motion to approve the April 11, 2008 WRWC agenda as posted. Commissioner Cashell seconded the motion, which carried unanimously.

4. Approval of the Minutes of the February 8, 2008 meeting of the Interim Western Regional Water Commission.

The minutes of the February 8, 2008 Interim Western Regional Water Commission meeting were submitted for approval. Chairman Carrigan stated that Mr. MacKie had requested to speak regarding the minutes.

Mr. MacKie referred to page 2 of 11 and his public comment. He stated that the minutes did not reflect what he actually said. Chairman Carrigan thanked him for his comment.

Commissioner Larkin made a motion to approve the minutes as submitted. Commissioner Smith seconded the motion, which carried unanimously.

5. Oath of Office for Western Regional Water Commissioners.

Chairman Carrigan introduced Amy Harvey, Washoe County Clerk. Ms. Harvey obtained signatures from all Commissioners for their Oath of Office. She administered the Oath, which members took verbally.

6. Election of a Chairman, Vice-Chairman, Secretary and Treasurer of the Western Regional Water Commission (WRWC).

Chairman Carrigan welcomed nominations. Commissioner Cashell nominated Mr. Carrigan as Chairman. Commissioner Larkin seconded the motion, which carried unanimously. Commissioner Cashell nominated Mr. Aiazzi as Vice-Chairman. Commissioner Martini seconded the motion, which carried unanimously.

Commissioner Larkin nominated Commissioner Jim Ainsworth as Secretary and Darrin Price as Treasurer. Vice-chairman Aiazzi seconded the motion. Chairman Carrigan asked if there were any further nominations. Staff clarified that the Secretary and Treasurer do not have to be Board members.

Rosemary Menard suggested other possibilities including Ben Hutchins as Treasurer and Jim Smitherman as Secretary. Mr. Price stated that Commissioner Steve Cohen expressed interest in serving as Treasurer.

Commissioner Larkin revised his motion to nominate Commissioner Jim Ainsworth as Secretary. Commissioner Bonnie Weber seconded the motion, which carried unanimously. Commissioner Larkin nominated Commissioner Steve Cohen as Treasurer. Commissioner Bonnie Weber seconded the motion, which carried unanimously.

7. Discussion and possible Commission action regarding adoption of Governing Rules and Regulations for the Western Regional Water Commission.

Chairman Carrigan invited Sylvia Harrison to speak on this item. Ms. Harrison stated that the Governing Rules were largely adapted from the TMWA Governing Rules that pertain primarily to the conduct of the WRWC meetings. She referred to Section 3 and explained that in discussions with staff it was agreed that
it would be prudent to state that the Board would comply with Nevada Revised Statute (NRS) 241.0355, which specifies that a Board comprised of elected officials take action by a vote of the majority of the members of that Board.

Commissioner Larkin asked if other than the Open Meeting Law, there were deviations from the Joint Powers Agreement (JPA) or legislation. Ms. Harrison stated there were not.

Vice-chairman Aiazzi referred to “Teleconference Attendance” and the statement that a Trustee participating telephonically may not be considered in establishing a quorum, nor can he/she vote. Ms. Harrison stated she thought it would be advantageous to prohibit voting telephonically or counting toward a quorum because the legislation refers to the “presence of members”. She added that her intention was to avoid controversy about what the “presence of a member” means. She stated that it also makes it tricky to do the math if a member is allowed to vote telephonically while not being recognized in the quorum. Commissioner Smith made a motion to accept the Governing Rules with the exception that members telephonically participating may vote, although they would not be counted as a part of the quorum. Commissioner Jim Ainsworth seconded the motion, which carried unanimously. Ms. Harrison agreed to make the revision and redistribute the Governing Rules to members.

8. **Discussion and possible action to recommend to the Commission Members’ Governing Boards the amendment to the Joint Powers Agreement.**

Chairman Carrigan invited Rosemary Menard and Lori Williams to speak on this item. Ms. Williams stated that the JPA was distributed to members with some amendments proposed by the Legislative Counsel Bureau (LCB). She explained that LCB’s proposed amendments are shown in red and staff’s recommended amendments are highlighted in yellow. She added that staff does not believe any of the amendments impact the operability of this Commission in a substantive way. She added that staff recommends moving forward with the amendments as proposed.

Chairman Carrigan referred to page 4 and asked for clarification on the “Planning Area” as set forth in Section 22 of the Act (rather than Article 2, section 2.3). He next referred to page 8, whereby all of Section 3.3 was deleted. He added that the Commission followed the Act to the letter regarding memberships and now it is all being thrown out. Ms. Menard stated that as she understands it, the LCB’s counsel removed content that they believe was duplicative of contents within the Act, making it unnecessary in the JPA.

Vice-chairman Aiazzi asked where it is indicated that a member of the TMWA Board shall serve on the WRWC. Ms. Williams stated that TMWA Board representation, as well as City of Reno and City of Sparks, is called out in the Act.

Chairman Carrigan stated the JPA was in effect prior to the law going into effect and asked if we are now splitting the JPA with the intent of the law. He added that it should still be part of the JPA. Ms. Williams stated as proposed in the amended JPA, the legislation would have to be referenced for review of membership of the Board. Chairman Carrigan asked why the JPA was even needed. Commissioner Cashell agreed.

Ms. Harrison stated that a number of significant modifications were made at the last minute to the legislation pertaining to the scope of the WRWC. She added that it is a philosophical difference among attorneys regarding how best to operate. She clarified that functionally there really is not a difference. She added that this group believed the JPA should be a stand-alone document; however, some believed that would be confusing.
Chairman Carrigan asked for clarification of whether or not this Board was established by way of a JPA, and stated if not, members should tell their respective governing boards that this commission was established by law. Ms. Menard stated that could be done with little impact; however, having the JPA in place provides more opportunity to grow this commission in the way that members wish. Chairman Carrigan stated his understanding was that the JPA was in force so the Board could operate as they wished, which was legal per the legislation. Vice-Chairman Aiazzi stated that there were parts of law, which had to be abided by when forming a JPA and he believed that was done. He agreed that he did not understand why the revisions were necessary.

Neil Mann stated that if or when the State Law changes, the JPA would not have to change to keep up with the legislature. He stated that he agreed with Ms. Menard that there is a long-term value to keeping the JPA. He added that the Legislative Oversight Committee has been very supportive of the progress this Board has made.

Mayor Martini stated that his opinion is that if staff thinks the JPA is good and useable, members should go through the amendments and decide which ones are acceptable. Ms. Menard stated that the reason for staff’s recommended approach is that the message they received from the LCB was “this is it; take it or leave it”. She added that staff’s view is that it is important enough to have the option over the long haul of having a JPA, to accept the revisions and “live to play it another day”. She stated that many staff members feel the same way as Commissioners.

Commissioner Bonnie Weber referred to meetings that Chairman Carrigan and Vice-Chairman Aiazzi have attended with the Legislative Oversight Committee (LOC) and asked if the LCB overrides the LOC. Ms. Menard reported that Senator Amodei requested that the LCB review the JPA for consistency with the legislative act.

Chairman Carrigan asked Ms. Menard to clarify her statement that the LCB said to take it or leave it. Ms. Menard referred to a letter stating if this document was not amended by April 1, 2008, it is null and void. She added that legislators stated that if the WRWC took steps to address the issues raised by the LCB at this meeting, they would allow deletion of the “null and void” statement.

Vice-Chairman Aiazzi stated that his assumption is that the Attorney General approved the JPA so it is not null and void. He stated that he does not mind making a couple of the proposed changes and added that he had spoken with some legislators. He stated that a specific request was to delete Section 3.8, which refers to appointment of alternates. He suggested deleting “Interim” when referring to the WRWC and removing Section 3.8 and leaving the remainder as is. Chairman Carrigan agreed with Vice-Chairman Aiazzi.

Commissioner Cashell asked Ms. Harrison if she reviewed the revisions with the LCB counsel. Ms. Harrison stated she did review their comments. Commissioner Cashell suggested that WRWC members, with their legal counsel, meet with the LCB to negotiate.

Chairman Carrigan stated he had a speaker information card regarding this item and invited Rosanna Coombes to speak. Ms. Coombes, Director of Regional Planning, referred to the JPA, page 16, Section 7.2 regarding the Water Planning Commission’s Comprehensive Plan and the statement, “and to ensure the consistency between the Comprehensive Plan and Comprehensive Regional Plan” and asked whose job it is to ensure the consistency. She asked if the intention of the WRWC is to review the Plans for consistency or to oversee the submission to the Regional Planning Commission (RPC). Chairman Carrigan agreed that is a good question. Vice-chairman Aiazzi stated he believed that the intention was that the RPC would review the plans for consistency. Ms. Harrison agreed and added that the language was chosen so there would be more integration of the reviews but not with the intention to deprive the
RPC of its authority. Vice-chairman Aiazzi suggested removing the wording, “and to ensure the consistency between the Comprehensive Plan and Comprehensive Regional Plan”.

Ms. Harrison agreed with Vice-chairman Aiazzi that some legislators were in opposition to alternates being appointed. She stated that substantively she did not think there was much at issue with the proposed revisions. She added that if members would prefer to keep Section 3.3, she believed it would be acceptable. She reported that staff highly recommends approval of the revisions and to work closely with the legislators. She stated that further changes are anticipated down the road.

Commissioner Larkin stated that Ms. Harrison had indicated there was no substantive change in terms of operations and asked if Ms. Menard and Ms. Williams agreed, to which both did agree. Commissioner Larkin made a motion to accept the staff report and execute the changes to the JPA as enumerated in the staff report. Commissioner Cashell seconded the motion for discussion. He stated he would like to see some of the items from Section 3 put back into the JPA.

Vice-chairman Aiazzi stated he would not support the motion. He stated that the negotiations were made between staff and staff, not the legislators. He added that if the LCB says we have no JPA, then we do not have one. He stated that this Board did everything right and he reiterated that the Attorney General had approved the JPA. He stated that he thinks a dangerous precedent would be set by allowing the LCB to determine what should be included in the JPA.

Chairman Carrigan stated that the two main issues with the LCB are the appointment of alternates and the quorum, which is set forth in State Law.

Commissioner Bonnie Weber stated that she would not support the motion. She added that under principle, the WRWC underwent the process and worked as directed. She agreed it would be a mistake to allow the changes.

Chairman Carrigan called for a vote on the motion, which failed with one in favor and eight opposed.

Vice-chairman Aiazzi made a motion approve staff’s recommendations on pages 2, 3, 4, Sections 1.1.1, in Article 2 to change the wording to “Effective Date of this Agreement”, keep in the JPA Sections 2.1, 2.2, 2.3, change 2.4 as submitted, change to reflect the strikeouts to the bottom of page 6, keep Section 2.5, change the title of Article 3, keep Section 3.1, 3.3, 3.4, 3.5, 3.6 and 3.7, delete Section 3.8 or accept staff’s recommendation, keep in 3.9 through 3.17, adjust the numbering as correct, accept the change to page 14, keep Section 6.6, change Section 7.2 to delete “and to ensure the consistency between the Comprehensive Plan and Comprehensive Regional Plan”, accept the changes to Sections 8.3, 8.5, 8.6 and page 18 as recommended. Commissioner Jim Ainsworth seconded the motion, which carried unanimously.

9. Discussion and possible Commission action to accept the recommendation of the Washoe County Risk Manager to meet the NRS 531 Section 26 requirement for purchase of a Corporate Surety Bond for the Western Regional Water Commissioners by depositing $45,000 with the Nevada State Treasurer, as provided for in NRS 100.065, in lieu of purchasing individual surety bonds for each commissioner.

Ms. Menard stated that a provision of Section 26 of the Act requires a corporate surety bond for each of the Commissioners. She stated that one way to meet that requirement is to purchase individual bonds for each member; however, another way is to take advantage of NRS 100.065, which allows a deposit for a total amount in lieu of purchasing individual bonds. She reported that staff’s recommendation is to take advantage of NRS 100.065. Commissioner Cashell made a motion to accept staff’s recommendation.
Commissioner Jim Ainsworth seconded the motion, which carried unanimously.

10. Appointment of members to the Northern Nevada Water Planning Commission (NNWPC) and acknowledgement of NNWPC prescribed membership.

Jim Smitherman reported that in February the IWRWC directed staff to inquire of Michael Cameron and Michael DeMartini as to whether they wish to serve on the Northern Nevada Water Planning Commission (NNWPC) in the capacity they served on the Regional Water Planning Commission. He reported that both agreed to serve on the NNWPC.

Mr. Smitherman reported that as directed, he contacted Washoe County Water Conservation District, who sent a letter recommending continued representation by George Ball on the NNWPC. He stated he also sent a letter as directed to the Pyramid Lake Tribal Council to appoint a representative, although he had not heard back from the Tribal Council to date. He added that he provided a revised list of NNWPC members because the list distributed in the agenda packet erroneously shows Steve Cohen as the STMGID appointee. The revised list shows Jerry Schumacher in that position.

Commissioner Larkin made a motion to accept staff’s recommendation to appoint members as discussed, including the corrections made to the distributed list. Commissioner Martini seconded the motion, which carried unanimously.

11. Report and possible direction to staff regarding the NNWPC meeting schedule, and possible direction to the NNWPC to review the Proposed Work Plan and Budget and provide input to the WRWC.

Mr. Smitherman reported that the first meeting of the NNWPC is scheduled for Wednesday, April 30, 2008 at 1:30 p.m. The meeting will be held at Washoe County Department of Water Resources. He recommended that the ongoing schedule for meetings be the first Wednesday of each month, commencing June 4th. He reported that there would be time for staff to develop recommendations based on the outcome of the April 30th meeting to present to the WRWC on May 16th.

Mr. Smitherman referred to the Draft Agenda item to possibly approve and provide input to the WRWC concerning the proposed WRWC Work Plan and Budget.

Commissioner Martini made a motion to direct staff to present the proposed Work Plan and Budget to the NNWPC for review and possible input and approval. Commissioner Cashell seconded the motion, which carried unanimously.

Chairman Carrigan requested that meetings be scheduled to provide staff time to present information to the WRWC.

12. Informational item on the schedule for the public hearing for approval of: a) the budget and b) the continuation of the Water Management Fund.

Ms. Williams reported that a meeting is scheduled for Friday, May 16th at 1:30 p.m. at Department of Water Resources. She reported that the proposed items for that meeting include a public hearing for approval of the budget. She added that currently staff is awaiting clarification from the State based on dialogue that the WRWC does not fall under the statute that requires a budget filing. She reported that the public hearing would also include the continuation of the Water Management Fund, as well as possible adoption of the Amendment to the Regional Water Plan.
13. Presentation and request for approval of the WRWC budget for 4th Quarter Fiscal Year 2008 and the tentative budget for Fiscal Year 2009 to be submitted to the Department of Taxation.

Ben Hutchins referred to the budget items included in the agenda packets. He reported that he is seeking approval of the ongoing services for which contracts are in place as approved by the RWPC and the Board of County Commissioners. He also requested approval of the budget for next fiscal year. He reviewed the revisions made to the budget, which were basically accounting classification changes. He stated that if approved today and required by the State, the budget numbers presented are what would be provided to the State. He added that he directed staff to hold off on payments to vendors until budget authority is received.

Mr. Hutchins explained how the numbers were derived. He added that although a net loss is shown, it does not reflect the cash balance. He explained that the estimate of $1.6 million for professional services is based on items listed in the Work Plan; however, it is a maximum amount that has not been approved for expenditure.

Chairman Carrigan stated that he would rather the budget reflect the cash balance, rather than showing a net loss. Mr. Hutchins stated that those numbers would be included in the budget if required to be submitted to the State.

Vice-chairman Aiazzi asked why the WRWC was being asked to approve the budget today and then again on May 16, to which Chairman Carrigan replied that on May 16 the budget would be approved under a public hearing. Ms. Menard added that the public hearing would also include transferring the budget to the WRWC’s purview.

Commissioner Jim Ainsworth made a motion to approve the budget as presented. Commissioner Bonnie Weber seconded the motion, which carried unanimously.

14. Briefing on the Comprehensive Regional Water Management Plan 2008 Amendment; discussion and possible direction to staff regarding adoption of the Regional Water Management Plan in May.

Mr. Smitherman gave a brief PowerPoint presentation showing what the Amendment to the Regional Water Management Plan includes. He reported that the major components of the Water Plan include:
- Current and future water supplies
- Water quality
- Wastewater facilities
- Flood control and storm water drainage
- Water conservation

Mr. Smitherman gave a brief background on the history of the Water Plan, which was originally developed in 1995-96 and adopted in 1997. The law required an initial review after 5 years and every 3 years thereafter. He stated that the 2004-2025 Update was adopted by the County in January 2005 and was found to conform to the Regional Plan in March 2005.

Mr. Smitherman reported that the basis of the 2008 Amendment was based on a review of the 2004-2025 Water Plan. He read from the Water Plan Table of Contents, which includes the following chapters:
1. Water Planning Policies and Criteria
2. Water Resources
3. Water Quality and Wastewater
Mr. Smitherman reported that the 2008 Amendment incorporates plans and other materials completed since the last amendment in 2006. He added that it is not intended to be a re-write of the Plan but is intended to provide a current foundation for the WRWC. He reported that if adopted, the amended plan will remain in effect until the WRWC adopts a new or updated plan on or before January 1, 2011.

Mr. Smitherman referred to the components of the Amendment, which include:
- Updated Policy 4.1.a, related to Conformance with Regional Water Plan
- Inclusion of the Conceptual Level Facility Plans for Reno, Sparks and Washoe County to 2030
- Inclusion of Sun Valley General Improvement District’s Water System Master Plan Update

Mr. Smitherman referred to the summary tables provided by the consultant. Commissioner Larkin requested that the units be consistent, i.e. acre-feet (AF) versus million gallons per day (MGD). Chairman Carrigan stated that the numbers reflected in these tables are what causes a stir with the public because the numbers are based on every parcel being built out, even if the build out is not possible (i.e. slopes greater than 30%, etc.). Members discussed ways to make the public more aware of the actual water and wastewater demands. One suggestion was to move explanations from footnotes into the body of the table. Other suggestions included specifying that the estimated costs do not include the potential reuse of reclaimed water, who pays for the water and wastewater, and a note that the dollars reflected are “current year” dollars. Mr. Smitherman agreed to implement the edits to the tables per direction. Chairman Carrigan stated that it needs to be clarified that even if zoning allows for development, if there is not sufficient water, a project would not be approved.

Mr. Smitherman referred to the updated water resources per hydrobasin, which will be included in the Amendment. He added that also included in the Amendment will be a complete revision of Chapter 8 – Water Conservation, which could serve as a stand-alone document. He reported that a list of Truckee River Action (TRACTION) projects for the Truckee Meadows Flood Project would be included. He stated that the updated Washoe County 208 Water Quality Management Plan would be included in the Amendment, as will a section on Reclaimed Water Programs. Chairman Carrigan asked if the Conservation Chapter says how conserved water can be used, i.e. not for new development but rather for upstream storage. Mr. Smitherman stated that it does state how the water may be used.

Mr. Smitherman agreed to bring back the requested revisions to the May 16 meeting. He welcomed further questions from Commissioners. He added that all the documents are on file with the County Clerk’s office for review.

Commissioner Larkin made a motion to accept staff’s request to bring the Amendment with the requested edits to the WRWC Public Hearing on May 16. Commissioner Cashell seconded the motion, which carried unanimously.

15. Discussion and possible Commission action regarding the pending contracts with: a) Kennedy Jenks for a river restoration permitting handbook, and b) the City of Reno to implement a
community outreach and education program on raising the base flood elevation at Silver Lake playa with a Letter of Map Revision.

Mr. Smitherman reported that the RWPC had recommended BCC approval of two contracts; however, the BCC deferred approval to the WRWC. He stated that the first contract is with Kennedy Jenks for a river restoration permitting handbook, which would provide a roadmap for the permitting and environmental process when working within the river. He explained that the project is consistent with the RWPC’s Work Plan. He stated that the budget request is $54,325. He added that Candace Siwarga and Tom Swan from Kennedy Jenks were present to answer questions.

Vice-chairman Aiazzi questioned the cost of producing the draft and final BMP Handbooks. Commissioners requested PDF copies of the handbooks rather than printed. Greg Dennis stated that the budget could probably be reduced to $50,000 with handbooks provided in PDF format.

Commissioner Larkin made a motion to approve staff’s recommendation for approval. Commissioner Cashell seconded the motion, which carried unanimously.

Mr. Smitherman reported the other proposal is for City of Reno (via Interlocal Agreement) to implement a community outreach and education program on raising the base flood elevation at Silver Lake playa with a Letter of Map Revision. He reported the contractor, Michael Baker, Jr., would work in conjunction with Kerrie Williams-Lanza, City of Reno. He added that the project cost is not to exceed $77,072. He read some of the major components from the scope of work.

Vice-chairman Aiazzi made a motion to approve funding in the amount of $77,072 as requested by staff. Commissioner Larkin seconded the motion, which carried unanimously.

16. Discussion and possible Commission approval of: a) an interlocal agreement with Truckee Meadows Water Authority for Administrative services; and b) an interlocal agreement with Washoe County for Administrative services, including relevant purchasing and contracting policy.

Vice-chairman Aiazzi made a motion to approve staff’s recommendation. Commissioner Larkin asked whether amendments would be necessary to the Interlocal Agreement. Ms. Menard stated that the numbering would be updated as needed. Commissioner Larkin seconded the motion, which carried unanimously.

17. Discussion and possible Commission direction and approval of a methodology and process for the recruitment and selection of Legal Counsel for the WRWC and possible contract for part-time transitional legal services.

Darrin Price stated that at the last meeting there was a question regarding a potential conflict of interest by having an Interlocal Agreement between the WRWC and SVGID to provide legal services. He explained that Stewart White, SVGID Attorney, wrote a letter to the State Bar of Nevada to ask about the ethics of doing so. He reported that verbal responses were received from Phil Pattee, Attorney with the State Bar, which addressed the concerns.

Mr. Price stated that the staff working group discussed the matter and a suggestion was made to hire John Rhodes as a part-time attorney in the interim until a full-time attorney could be hired. Mr. Price stated that Mr. Rhodes expressed an interest in the part-time position. He reported that staff’s recommendation is to hire Mr. Rhodes and evaluate the workload and to re-evaluate at a later date the need for a full-time
attorney. He added that there is a budgeted amount for the full-time position, which would cover the part-time position in the interim.

Chairman Carrigan asked the attorneys who were present if they intended to continue to attend WRWC meetings, which most stated they did. Vice-chairman Aiazzi asked why there were so many attorneys present. Ms. Williams stated for instance there would be times when TMWA would want their attorney to be present specific to items concerning TMWA.

Mr. Price added that Mr. Rhodes previously served as legal counsel for the RWPC until his recent retirement so he is knowledgeable in water issues.

Mr. Rhodes clarified the reference to a salary not to exceed $11,000 per year in the staff report, which was actually incorrect and he could receive a salary up to $22,000 and not affect his retirement benefits. Mr. Price clarified that Mr. Rhodes would not be an employee of SVGID; he would be contracted directly with the WRWC.

Vice-chairman Aiazzi made a motion to hire Mr. Rhodes for six months. Commissioner Jim Ainsworth seconded the motion. Chairman Carrigan asked what the compensation would be. Mr. Rhodes stated that compensation could be negotiated. Staff said they will negotiate with Mr. Rhodes and bring this back to the Commission next month for approval. He added that his clients would be only the WRWC and the NNWPC.

Chairman Carrigan called for a vote on the motion, which carried unanimously.

18. Discussion and possible Commission action regarding coverage of Commission meetings by SNCAT.

Wayne Seidel reported that he solicited quotes for televising future meetings and received the following:
- Three-person mobile crew = $170 per hour or per quarter would be $1,200 for unlimited hours
- Live streaming video with the mobile crew would require an encoder ($20,000) and a 3 megabyte DSL line, with a mobile crew (approximately $25,000 per year)
- Use of existing facilities, i.e. Washoe County Chambers, City of Reno Chambers or City of Sparks Chambers = $85 per hour if the facility is already set up for recording

Mr. Seidel stated he is seeking direction from Commissioners. Chairman Carrigan stated it would probably be easiest to schedule meetings in existing facilities with live airing of the meetings. Vice-chairman Aiazzi agreed the recording of meetings at the facilities works best performance-wise. Commissioner Martini requested that staff examine the availability of the three chambers and bring back a recommendation. Mr. Seidel agreed to do so.

19. Commission Comments

None

20. Staff Comments

None

21. Public Comment
Chairman Carrigan called for additional public comments and hearing none, closed the Public Comment period.

22. Adjournment

With no further business, the meeting was adjourned at 3:37 p.m.

Respectfully submitted by,

Niki Linn, Recording Secretary

Approved by Commission in session on________________ 2008.

___________________________

Mike Carrigan, Chairman

Note: DRAFT Minutes not approved by Board.
Western Regional Water Commission

STAFF REPORT

DATE: May 9, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Ben Hutchins, WCDWR Finance and Customer Services Manager
SUBJECT: Approval of WRWC Final Budget for Fiscal Year 2008/09

SUMMARY
During the previous two WRWC meetings the Commission was provided draft budget information for the 2008/09 fiscal year. A tentative budget was subsequently filed with the State of Nevada, which has acknowledged its receipt and has concluded that it was in compliance with law and the Nevada Administrative Code. On May 6, 2008, a Notice of Public Hearing was printed in the Reno Gazette-Journal and the Sparks Tribune.

PREVIOUS ACTION
At its February and April 2008 meetings, the Commission reviewed and discussed the tentative budget for fiscal year 2008/09.

FISCAL IMPACT
The Budget recommendation for fiscal year 2008/09 provides for $1,521,564 in revenues, $2,098,533 in expenses, and an ending fund balance of $2,042,282. Budget expenses include a maximum budget of $1.6 million for Work Plan activities that were reviewed and recommended by the Northern Nevada Water Planning Commission (NNWPC) on April 30, 2008, and $498,533 for three full time staff, a WRWC attorney, and NNWPC and Well Mitigation Hearing Board meeting minute services. Estimated in-kind services provided by supporting agencies during fiscal year 2008/09 are as follows:

- Washoe County $159,866
- Truckee Meadows Water Authority $28,400
- Sun Valley General Improvement District $1,500

RECOMMENDATION
It is recommended that the WRWC approve the final WRWC Budget for FY 2008/09 as presented.

POSSIBLE MOTION
Move to adopt the final WRWC Budget for FY 2008/09 as presented and authorize staff to submit the required budget filings with the State of Nevada.

brh
<table>
<thead>
<tr>
<th>Budget Category</th>
<th>1.5% WMF</th>
<th>NOTE</th>
<th>Washoe County In-Kind</th>
<th>NOTE</th>
<th>TMWA In-Kind</th>
<th>NOTE</th>
<th>SVGID In-Kind</th>
<th>NOTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REVENUE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Surcharge Revenues</td>
<td>1,452,275</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>69,289</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,521,564</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES/SUPPLIES</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Prof Services</td>
<td>1,600,000</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Service Contract</td>
<td>498,533</td>
<td>2</td>
<td>62,629</td>
<td>3</td>
<td>25,200</td>
<td>4</td>
<td>1,500</td>
<td>8</td>
</tr>
<tr>
<td>Office Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,200</td>
<td>5</td>
</tr>
<tr>
<td>Total Professional Services/Supplies</td>
<td>2,098,533</td>
<td>62,629</td>
<td></td>
<td>26,400</td>
<td>1,500</td>
<td>62,629</td>
<td>26,400</td>
<td>1,500</td>
</tr>
<tr>
<td>OTHER EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Misc.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>97,237</td>
<td>6</td>
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<tr>
<td>Total Other Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>97,237</td>
<td>7</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>2,098,533</td>
<td>159,866</td>
<td></td>
<td>28,400</td>
<td>1,500</td>
<td>159,866</td>
<td>28,400</td>
<td>1,500</td>
</tr>
</tbody>
</table>

Net Income (loss) (576,969) 9

1. Proposed budget provides legal spending authority for projects yet to be approved by the WRWC upon recommendations provided by the NNWPC. Specific per project scope and cost yet to be developed and approved by the WRWC.
2. $478,533 for three full time administrative staff members and one attorney; $20,000 for NNWPC & WMHB meeting minutes services.
3. Washoe County estimate for labor overhead: WRWC Treasurer, 1.5% fund management, accounting, purchasing, human resources, information technology, & routine/administrative GIS/drafting, services.
4. TMWA estimate to perform administrative tasks such as drafting and posting agendas, producing staff reports, delivering agenda packets, contracts to provide WRWC minutes and website postings and updates.
5. TMWA estimate for supplies to produce agendas, staff reports and agenda packets.
6. Washoe County estimate for services and supplies overhead: office space, utilities, computer hardware, software, copier, supplies.
7. TMWA estimate for office space, copier, computer expenditures.
8. SVGID human resources, accounting and payroll.
9. Budget expenses exceed revenues by $576,969 which reduces projected cash reserves to approx. $2.04M @ 6/30/09 ($45,000 reserved and on deposit for surety bond requirements).
Western Regional Water Commission herewith submits the (TENTATIVE) --- (FINAL) budget for the fiscal year ending June 30, 2009

This budget contains 0 funds, including Debt Service, requiring property tax revenues totaling $ 0

The property tax rates computed herein are based on preliminary data. If the final state computed revenue limitation permits, the tax rate will be increased by an amount not to exceed $________ If the final computation requires, the tax rate will be lowered.

This budget contains 1 governmental fund types with estimated expenditures of $ 2,068,533 and 0 proprietary funds with estimated expenses of $ 0

Copies of this budget have been filed for public record and inspection in the offices enumerated in NRS 354.596 (Local Government Budget and Finance Act).

CERTIFICATION

I, Steve Cohen

(Printed Name)

Treasurer, Western Regional Water Commission

(Title)

certify that all applicable funds and financial operations of this Local Government are listed herein

Signed: ____________________________

Dated: ____________________________

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time May 16, 2008 1:30pm

Publication Date May 5, 2008

Place: Department of Water Resources, 4930 Energy Way, Reno, Nevada 89502

Page: 1

Form 1

12/14/2007
<table>
<thead>
<tr>
<th>REVENUES</th>
<th>(1) ACTUAL PRIOR YEAR ENDING 6/30/2007</th>
<th>(2) ESTIMATED CURRENT YEAR ENDING 6/30/2008</th>
<th>(3) TENTATIVE APPROVED</th>
<th>(4) FINAL APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5% Regional Management Fees</td>
<td>N/A</td>
<td>299,685</td>
<td>1,452,275</td>
<td>1,452,275</td>
</tr>
<tr>
<td>Interest Income</td>
<td>N/A</td>
<td>19,644</td>
<td>69,289</td>
<td>69,289</td>
</tr>
<tr>
<td>Inter Governmental Revenue</td>
<td></td>
<td>2,722,969</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td>3,042,298</td>
<td>1,521,564</td>
</tr>
<tr>
<td>OTHER FINANCING SOURCES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Transfers In (Schedule T)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>BEGINNING FUND BALANCE</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Reserved</td>
<td></td>
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<tr>
<td>Unreserved</td>
<td>-</td>
<td>2,619,251</td>
<td>2,619,251</td>
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<tr>
<td></td>
<td></td>
<td>TOTAL BEGINNING FUND BALANCE</td>
<td>-</td>
<td>2,619,251</td>
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<tr>
<td>Prior Period Adjustment(s)</td>
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<tr>
<td>Residual Equity Transfers</td>
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<td></td>
<td></td>
<td>TOTAL RESOURCES</td>
<td>3,042,298</td>
<td>4,140,815</td>
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<tr>
<td>EXPENDITURES</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Wages &amp; Salaries</td>
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<tr>
<td>Benefit Expense</td>
<td>N/A</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional Services &amp; Supplies</td>
<td>N/A</td>
<td>423,047</td>
<td>2,098,533</td>
<td>2,098,533</td>
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<td></td>
<td></td>
<td>Subtotal</td>
<td>423,047</td>
<td>2,098,533</td>
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<tr>
<td>OTHER USES</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Contingency (not to exceed 3% of total expenditures)</td>
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<td></td>
</tr>
<tr>
<td>Operating Transfers Out (Schedule T)</td>
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<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ENDING FUND BALANCE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserved</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unreserved</td>
<td>2,619,251</td>
<td>2,042,282</td>
<td>2,042,282</td>
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<tr>
<td></td>
<td></td>
<td>TOTAL ENDING FUND BALANCE</td>
<td>2,619,251</td>
<td>2,042,282</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL COMMITMENTS &amp; FUND BALANCE</td>
<td>3,042,298</td>
<td>4,140,815</td>
</tr>
</tbody>
</table>

Western Regional Water Commission
(Local Government)

SCHEDULE B
__________________________________________________________
FUND 766

Page: 5
Form 14
12/14/2007
### FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

<table>
<thead>
<tr>
<th></th>
<th>ACTUAL PRIOR YEAR ENDING 06/30/07</th>
<th>ESTIMATED CURRENT YEAR ENDING 06/30/08</th>
<th>BUDGET YEAR ENDING 06/30/09</th>
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<tbody>
<tr>
<td>General Government</td>
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<td>Judicial</td>
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<td>Public Safety</td>
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<td>Public Works</td>
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<td>Sanitation</td>
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<tr>
<td>Health</td>
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<tr>
<td>Welfare</td>
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<td>Culture and Recreation</td>
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<td></td>
</tr>
<tr>
<td>Community Support</td>
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<td></td>
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<tr>
<td><strong>TOTAL GENERAL GOVERNMENT</strong></td>
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<tr>
<td>Utilities</td>
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<tr>
<td>Hospitals</td>
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<td></td>
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<tr>
<td>Transit Systems</td>
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<td></td>
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<tr>
<td>Airports</td>
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<td></td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Personnel support services are provided to the Commission pursuant to an interlocal agreement with Washoe County Department of Water Resources.

### POPULATION (AS OF JULY 1)

<table>
<thead>
<tr>
<th>SOURCE OF POPULATION ESTIMATE*</th>
<th>N/A</th>
<th>N/A</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>Assessed Valuation (Secured and Unsecured Only)</td>
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<td></td>
</tr>
<tr>
<td>Net Proceeds of Mines</td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL ASSESSED VALUE</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

### TAX RATE

<table>
<thead>
<tr>
<th>TAX RATE</th>
<th>General Fund</th>
<th>Special Revenue Funds</th>
<th>Capital Projects Funds</th>
<th>Debt Service Funds</th>
<th>Enterprise Fund</th>
<th>Other</th>
</tr>
</thead>
</table>

**TOTAL TAX RATE**

* Use the population certified by the state in March each year. Small districts may use a number developed per the instructions (page 6) or the best information available.

Western Regional Water Commission  
(Local Government)

SCHEDULE S-2 - STATISTICAL DATA
## SCHEDULE A - ESTIMATED REVENUES & OTHER RESOURCES - GOVERNMENTAL FUND TYPES, EXPENDABLE TRUST FUNDS & TAX SUPPORTED PROPRIETARY FUND TYPES

### Budget For Fiscal Year Ending June 30, 2009

<table>
<thead>
<tr>
<th>GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS</th>
<th>BEGINNING FUND BALANCES (1)</th>
<th>CONSOLIDATED TAX REVENUE (2)</th>
<th>PROPERTY TAX REQUIRED (3)</th>
<th>TAX RATE (4)</th>
<th>OTHER REVENUE OTHER THAN TRANSFERS IN (5)</th>
<th>OPERATING TRANSFERS IN (7)</th>
<th>TOTAL (6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>2,619,251</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,521,564</td>
<td>0</td>
<td>4,140,815</td>
</tr>
<tr>
<td>General Fund - Joint Powers Agreement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Subtotal Governmental Fund Types, Expendable Trust Funds</th>
</tr>
</thead>
</table>

### PROPRIETARY FUNDS

<table>
<thead>
<tr>
<th>XXXXXXXXXXXX</th>
<th>XXXXXXXXXXXX</th>
<th>XXXXXXXXXXXX</th>
<th>XXXXXXXXXXXX</th>
<th>XXXXXXXXXXXX</th>
</tr>
</thead>
</table>

### Subtotal Proprietary Funds

| XXXXXXXXXXXX |

### TOTAL ALL FUNDS

| XXXXXXXXXXXX | XXXXXXXXXXXX | XXXXXXXXXXXX | XXXXXXXXXXXX |

---

Page: 3
Form 5
12/14/2007
May 6, 2008

Mr. Ben Hutchins, CPA
Washoe County, Dept. of Water Resources
4930 Energy Way
Reno, NV 89520

Re: FY08/09 Tentative Budget – Western Regional Water Commission

Dear Mr. Hutchins:

The Department of Taxation has examined your fiscal year 2008/09 tentative budget pursuant to NRS 354.596 (5) and we find it to be in compliance with law and the Nevada Administrative Code.

If you have any questions regarding the above, please feel free to contact me at 775-684-2073, or by e-mail at tgransberg@tax.state.nv.us.

Sincerely,

Tom Gransberg
Tom Gransberg, Budget Analyst
Local Government Finance
Affidavit of Publication
STATE OF NEVADA,
County of Washoe – SS.

Wilma O’Dell
being duly sworn, deposes and says that she is the
Record Clerk of the SPARKS TRIBUNE, a daily
Newspaper, published in Sparks, Washoe County,
Nevada; that she has charge of and knows the advertise-
ing appearing in said newspaper, and the

Notice of Public Hearing
Fiscal Year 2008-2009 Budget

of which copy is hereunto attached, was first pub-
lished in said newspaper in its issue dated
6th day of May, 2008

and was published in each of the following issues
thereafter

the date of the last publication being in the issue of
May 6th, 2008

Subscribed and sworn to before me this, the
6th day of, May, 2008

Kenzie J. Clay
Notary Public in and for the County of Washoe;
State of Nevada.

KENZIE J. CLAY
Notary Public - State of Nevada
Appointed/Recorded in Washoe County
No. 06-MBIA - Expires May 15, 2009
RENO NEWSPAPERS INC
Publishers of
Reno Gazette-Journal
955 Kuenzli St • P.O. Box 22,000 • Reno, NV 89520 • 775.788.6200
Legal Advertising Office 775.788.6394

TRUCKEE MEADOWS WATER
AUTHORITY
PO BOX 30013
RENO NV 89520-3013

Customer Acct# 312103
PO# PH
Ad# 1000555023
Legal Ad Cost $112.09

Date:________________________

Account No:____________________

Authorized by:_________________
Description of goods/services

Being first duly sworn, deposes and says: That as the legal clerk of the Reno Gazette-Journal, a
daily newspaper published in Reno, Washoe County, State of Nevada, that the notice referenced
below has published in each regular and entire issue of said newspaper between the dates:
05/06/2008 - 05/06/2008, for exact publication dates please see last line of Proof of Publication
below.

 Signed: __________________________

MAY 6, 2008

LINDA ANDERSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No 0-5492-2 • Expires January 15, 2012

Proof of Publication

Ad Number: 1000555023
WESTERN REGIONAL WATER COMMISSION

RESOLUTION NO. 1

A RESOLUTION TO IMPOSE A REGIONAL WATER MANAGEMENT FEE

WHEREAS, the fee authorized pursuant to NRS 540A.070 must remain in effect and be collected by Washoe County and transferred to the Western Regional Water Commission (the “WRWC”), created pursuant to Chapter 531, Section 23, Statutes of Nevada 2007, the Western Regional Water Commission Act (the “Act”) and cooperative agreement, until such time as the Board of Trustees (the “Board”) of the WRWC adopts a resolution pursuant to Section 35 of the Act imposing a new fee; and

WHEREAS, to fund the planning and administration required by the Act and the implementation of the Comprehensive Plan defined in Section 2(3) of the Act, the Board may impose a fee at a rate not to exceed 1.5 percent of the amount otherwise billed, to be collected by each public purveyor and supplier of water from customers within the planning area described in Section 22 of the Act (the “Planning Area”); and

WHEREAS, if the Board determines to impose such a fee, the Board must impose the fee by resolution after holding a hearing; and

WHEREAS, notice of the hearing was given by publication in the Reno Gazette-Journal and the Sparks Tribune, both local newspapers of general circulation; and

WHEREAS, a hearing was held in open meeting of the Board on May 16, 2008.

NOW, THEREFORE, IT IS RESOLVED by the Board that a fee known as the Regional Water Management Fee, at a rate of 1.5 percent of the amount otherwise billed, to be collected by each public purveyor and supplier of water from customers within the Planning Area, be, and is hereby, imposed pursuant to the authority granted by Section 35 of the Act.

Upon motion of __________ __________, seconded by ________________, the foregoing Resolution was approved and adopted May 16, 2008, by the following vote of the Board:

Ayes: ______________________________________________________

Nays: ______________________________________________________

Abstain: _______________________ Absent: ________________________

1
WESTERN REGIONAL WATER COMMISSION

RESOLUTION NO. 1

Dated: May 16, 2008

____________________________________
Mike Carrigan, Chairman, WRWC Board

STATE OF NEVADA
COUNTY OF WASHOE

On the 16th day of May, 2008, personally appeared before me, a Notary Public, Mike Carrigan, known to me to be the Chairman of the Board of Trustees of the Western Regional Water Commission, who acknowledged that he executed the foregoing Resolution.

____________________________________
Notary Public
Western Regional Water Commission

STAFF REPORT

DATE: May 8, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager
SUBJECT: Assignment of Prior Regional Water Management Fund Contracts

SUMMARY
Twelve existing agreements for services are in need of assignment to the Western Regional Water Commission. Six agreements are with private firms or individuals and six are interlocal agreements with other governmental entities. Each ongoing project or service will be added to the 2008 – 2009 Work Plan and invoices for remaining tasks will be covered by the FY 2008 – 2009 professional services budget.

PREVIOUS ACTION
None

BACKGROUND
Information for each agreement is tabulated below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Provider</th>
<th>Percent Complete</th>
<th>Balance Remaining</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydrologic Criteria &amp; Drainage Design Manual</td>
<td>WRC</td>
<td>99%</td>
<td>$2,389</td>
<td>Final product being compiled for delivery</td>
</tr>
<tr>
<td>Flood Storage Volume Mitigation – Phase II</td>
<td>Nimbus Engineers</td>
<td>70%</td>
<td>12,075</td>
<td>Final report being reviewed</td>
</tr>
<tr>
<td>WaterWise Program – Watershed Based Educational Program</td>
<td>City of Reno, Sparks, UNR</td>
<td>71%</td>
<td>8,785</td>
<td>Ongoing program</td>
</tr>
<tr>
<td>Groundwater Monitoring Program Using Satellite Radar Images</td>
<td>Dr. Gary Oppliger</td>
<td>30%</td>
<td>29,358</td>
<td>Ongoing, year 2 of 2-year program</td>
</tr>
<tr>
<td>Minutes for Water Planning Commission meetings</td>
<td>Niki Linn</td>
<td>69%</td>
<td>4,060</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Minutes for WPC subcommittee meetings</td>
<td>Niki Linn</td>
<td>52%</td>
<td>8,080</td>
<td>Ongoing</td>
</tr>
<tr>
<td>North Valleys Flood Storage Mitigation Project - Phase II</td>
<td>City of Reno</td>
<td>93%</td>
<td>30,822</td>
<td>Final report delivered 6/07, final bill being prepared</td>
</tr>
<tr>
<td>Sparks TMSA/FSA Facility Plan</td>
<td>Stantec</td>
<td>100%</td>
<td>105,716</td>
<td>Final plan delivered 1/08, final bill being prepared</td>
</tr>
<tr>
<td>Plan Update Assistance</td>
<td>ECO:LOGIC</td>
<td>69%</td>
<td>7,686</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Plan Update editing &amp; formatting</td>
<td>Niki Linn</td>
<td>0%</td>
<td>20,000</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Nevada Field Guide for Construction site BMP’s</td>
<td>City of Reno</td>
<td>0%</td>
<td>10,000</td>
<td>Publication expected 8/08</td>
</tr>
<tr>
<td>Washoe ET Program</td>
<td>DRI (Desert Research Institute)</td>
<td>27%</td>
<td>15,092</td>
<td>Ongoing</td>
</tr>
</tbody>
</table>
FISCAL IMPACT
Outstanding obligations total approximately $254,000

RECOMMENDATION
It is recommended that the WRWC direct staff to prepare Consent to Assignment documents for each of the twelve agreements and obtain signatures by each of the parties.

POSSIBLE MOTION
Move to direct staff to prepare Consent to Assignment documents for each of the twelve agreements, obtain signatures by the parties and authorize the chairman to execute the documents.

jrs
Western Regional Water Commission

STAFF REPORT

DATE: May 8, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager
SUBJECT: Discussion, direction and possible adoption of WRWC work plan including establishment of priorities for funding projects with the Regional Water Management Fund

SUMMARY

In response to direction from the Western Regional Water Commission (WRWC), the Northern Nevada Water Planning Commission (NNWPC) reviewed the Work Plan at a meeting on April 30, 2008. NNWPC discussion and recommendations are summarized below.

Regarding Work Plan items 1, Plan for the scheduling and delivery of water resources, 2, Plan for maximizing conjunctive use, and 4, Plan the process for the establishment of future service territories, the public water purveyors having water resource management responsibilities are working together at the organizational level to develop processes and procedures to address the items. These ongoing efforts are provided as in-kind services. Professional service agreements to support the purveyor’s efforts are not anticipated at this time. As the purveyors develop processes, procedures and plans, their staff will make periodic reports to the NNWPC and the WRWC, and final plans will be submitted to the WRWC through the NNWPC. The anticipated schedule for completion is between one and three years.

To address item 3, water conservation plan, the NNWPC proposes to clearly identify the advantages, disadvantages and constraints associated with water conservation in the region and clearly state the problems for which conservation is a solution. Staff will identify differences and similarities among public water purveyor’s conservation programs, including practices, projects, rules and enforcement. Purveyor staff members would also work together to develop uniform data collection, analysis and reporting methods to ensure accurate and consistent progress evaluations. The NNWPC intends to develop a regional baseline plan that would apply to all public purveyors. Purveyors intend to provide staff time as in-kind services. Professional service agreements are not anticipated at this time. The anticipated schedule is for immediate initiation and completion in one to three years.

Item 5, Watershed-based water quality planning, is the subject of a significant, ongoing, in-kind, utility-initiated effort that is moving quickly toward the development of a scope of work and funding recommendation to be presented to the NNWPC in June. This proposal is anticipated to be a high-priority NNWPC recommendation for funding with the Regional Water Management Fund (RWMF), in an amount of approximately $500,000. Funding would be to support one or more professional service agreements for the development of a Truckee River third-party TMDL for nutrients.
Regarding item 6, integrated water resources management plan for the north valleys, the local
government water, wastewater, reclaimed water, storm water and flood control service providers,
are developing a scope of work and funding recommendation that will be presented to the
NNWPC, also at its June meeting. Like item 5, this proposal is anticipated to be a high-priority
recommendation for funding of approximately $100,000 from the RWMF to support a
professional services agreement.

The NNWPC has requested a status report from the Truckee River Flood Project Office on item
7, development of a regional hydrologic model.

Regarding item 8, existing, ongoing water conservation projects, the Nevada Landscape
Association expects to present a proposal within the next three months to the NNWPC for
continued support of the Certified Landscape Technician Exam program. Past funding from the
RWMF has been $10,000 per year to support this water conservation program.

In addition to the above, the NNWPC recommends that the projects and services shown on the
April 1, 2008 – June 30, 2008 Budget be included in the Work Plan and that one long-term item
be added: Status of the science concerning climate change and the possible effects to the region.

**PREVIOUS ACTION**
At its February 2008 meeting, the WRWC directed staff to have the NNWPC review and provide
input on the proposed Work Plan.

**FISCAL IMPACT**
Detained cost estimates have not been developed to date. The best estimate available currently is
a RWMF impact of approximately $600,000

**RECOMMENDATION**
The NNWPC recommends that the WRWC adopt the Work Plan with amendments described in
this staff report.

**POSSIBLE MOTION**
Move to adopt the Work Plan with amendments as recommended by the NNWPC.

jrs
Western Regional Water Commission

STAFF REPORT

DATE: May 11, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager
SUBJECT: Update on the Northern Nevada Water Planning Commission, discussion and direction to staff on proposed future agenda items

SUMMARY
The Northern Nevada Water Planning Commission (NNWPC) held its first meeting on April 30, 2008. The NNWPC elected Darrin Price, Sun Valley GID, as its chairman and Wayne Seidel, Sparks as its vice chairman. Regular meetings will be held on the first Wednesday of the month at 1:30 p.m., beginning June 4 at the Department of Water Resources.

Most of the discussion at the meeting centered on the 2008 - 2009 Work Plan, including input to the Western Regional Water Commission concerning existing and recommended new Work Plan items. The NNWPC will include this topic on its next agenda to allow for continued development of Work Plan items and provision of additional input to the WRWC over time.

A draft agenda for the June 4, 2008, NNWPC meeting is attached for your information.

PREVIOUS ACTION
None

FISCAL IMPACT
None

RECOMMENDATION
None

POSSIBLE MOTION
None

Attachment

jrs
NORTHERN NEVADA WATER PLANNING COMMISSION
AGENDA

DRAFT

Wednesday, June 4, 2008
1:30 p.m.

Washoe County Department of Water Resources
Community Meeting Room
4930 Energy Way, Reno, Nevada

1. Roll Call and determination of presence of a quorum.

2. Approval of agenda.

3. Approval of the minutes from the April 30, 2008, meeting.

4. Public Comments.* (Three-minute time limit per person.)

5. Establish a location for regular meetings.


7. Discussion of scope of work on the conservation plan, and possible direction to staff.

8. Discussion, direction and possible recommendation to the Western Regional Water Commission regarding a proposal to develop an integrated water resources management plan for the north valleys including water supply, wastewater, reclaimed water, storm water and flood control, and including a recommendation for funding in the amount of $100,000 from the Regional Water Management Fund to support a professional services agreement.

9. Commission discussion, possible approval and possible input to the Western Regional Water Commission (WRWC) concerning the proposed revised WRWC work plan and budget through the 2008-2009 fiscal year, and possible direction to staff.

10. Discussion of a possible procedure to allow the addition of items to the agenda of the next meeting without a vote of the commission.

11. Update on status of RWPC projects.

12. Discussion and possible direction to staff regarding agenda items for the July 2, 2008, NNWPC meeting and future meetings.

Page 1 of 2
13. Commission comments.

14. Staff comments.

15. Public Comments.* (Three-minute time limit per person.)


*Indicates a non-action item

Notes: Items on the agenda without a time designation may not necessarily be considered in the order in which they appear. The Commission may take action on any of the action items listed.

Facilities in which this meeting is being held are accessible to the disabled. Persons with disabilities who require special accommodations or assistance (e.g. sign language interpreters or assisted listening devices) at the meeting should notify the Washoe County Department of Water Resources, at 954-4665, 24 hours prior to the meeting.

In accordance with NRS 241.020, this agenda has been posted at the following locations: Reno City Hall (1 East First Street), Sparks City Hall (431 Prater Way), Sparks Justice Court (630 Greenbrae Dr), Sun Valley GID (5000 Sun Valley Blvd.), TMWA (1355 Capital Blvd.), Washoe County Administration Building (1001 E. 9th Street), Washoe County Clerk's Office (Court and Virginia Streets), Washoe County Central Library (301 South Center St.), Washoe County Department of Water Resources (4930 Energy Way), Galena Market (19990 Thomas Creek Rd.), Galena High School (3600 Butch Cassidy Way), South Valleys Library (15650A Wedge Parkway) and the Western Regional Water Commission's (WRWC) website: http://www.wrwc.us/meetings
Western Regional Water Commission

STAFF REPORT

DATE: April 11, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Jim Smitherman, Water Resources Program Manager
SUBJECT: Update regarding the status of the Regional Water Plan Amendments

SUMMARY
On April 11, 2008, the WRWC directed staff to make several revisions to the Regional Water Plan Amendments, including:

1. Report flow in common units (acre feet per year and million gallons per day),
2. Explain what a 2030 water resources deficit in table 1 means,
3. Include water resources identified in the footnotes of table 1 in body of the table,
4. Include a comparison of table 1 and table 2, i.e., explain how water demands and wastewater flows are related,
5. Include a correlation of table 3 to tables 1 and 2 showing how facilities cost estimates relate to increases in water supply and wastewater capacity,
6. Explain that flood management costs in table 3 are for local facilities,
7. Add Truckee River Flood Project costs to table 3,
8. Add reclaimed water facility costs to table 3,
9. Explain that the $897 million facilities cost estimate is to be funded by connection fees paid by new growth and separate this from any costs expected to be paid by existing customers,
10. Note that cost estimates are in current dollars,

To address misunderstandings about future water supply and population estimates, staff met, and will continue to meet with staff from the Truckee Meadows Regional Planning Agency, Reno, Sparks, Washoe County and TMWA and initiated a strategy that includes revisions to the Regional Water Plan to clarify 2030 growth estimates and differentiate them from assumptions that extend beyond 2030; clarifications will explain that assumptions beyond 2030 are hypothetical or conceptual. Planning staff members will also prepare a Frequently Asked Questions or Fact Sheet document to help the community understand how planning works, the role of the various plans, the requirements in the Regional Plan, how water planning and land-use planning are related. Finally, the entities will collectively contribute to a community communication strategy that may include a speakers’ bureau, website information, flyers and other communicate methods. Entity PIOs may be asked to assist in this effort.

This effort is expected to take several weeks to complete, but it will be valuable for developing the revisions to the Regional Water Plan Amendments.
PREVIOUS ACTION
Direction given to staff on April 11, 2008, summarized above.

FISCAL IMPACT
None

RECOMMENDATION
Staff will keep the WRWC apprised of progress and bring revised amendments to the Regional Water Plan at a future meeting.

POSSIBLE MOTION
None

jrs
Western Regional Water Commission

STAFF REPORT

DATE: May 8, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Staff

SUBJECT: Discussion and possible action to recommend to the WRWC Members’ respective Governing Boards additional amendments to the Joint Powers Agreement for clarification purposes and to eliminate inconsistencies created by prior recommendation.

SUMMARY
Based upon review of the JPA by the Legislative Counsel Bureau’s legal staff, members of the Legislative Oversight Committee requested certain amendments to the JPA to more closely track the legislation. The proposed amendments were presented to the WRWC for consideration at its meeting held April 11, 2008.

PREVIOUS ACTION
On April 11, 2008, the WRWC voted to accept verbatim most of the amendments proposed by the LOC, and recommended certain non-substantive modifications and revisions to the remainder.

DISCUSSION
In the process of drafting the amendments to the JPA approved and recommended by the WRWC, staff became aware of two resulting inconsistencies that require the elimination of conflicts within the JPA. A copy of the JPA that includes all amendments approved by the WRWC is attached. The additional amendments proposed by staff are indicated in redline revisions to the following Sections of the JPA: 2.1 (removes conflict with 1.1l as approved); 2.5 (removes conflict with 1.1h as approved); 3.1 (removes reference to additional Members); and, 3.15 (removes reference to voting requirements adopted by the WRWC in its Governing Rules). The additional amendments do not affect the substantive functions, duties, or responsibilities of the WRWC.

RECOMMENDATION
The WRWC recommend to its Members’ respective Governing Boards additional amendments to Sections 2.1, 2.5, 3.1, and 3.15 of the Joint Powers Agreement.

POSSIBLE MOTION
Should the WRWC agree with staff’s recommendation, a suggested motion is: “Move to recommend to the WRWC Members’ respective governing Boards, the additional amendments to the JPA as requested by staff.”
WESTERN REGIONAL WATER COMMISSION

JOINT POWERS AGREEMENT

AMONG

CITY OF RENO
CITY OF SPARKS
SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT
SUN VALLEY GENERAL IMPROVEMENT DISTRICT
TRUCKEE MEADOWS WATER AUTHORITY
WASHOE COUNTY
WESTERN REGIONAL WATER COMMISSION

AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Agreement, made and entered into as of [______________], is by and among the City of Reno, Nevada (“Reno”), the City of Sparks, Nevada (“Sparks”), South Truckee Meadows General Improvement District (“STMGID”), Sun Valley General Improvement District (“SVGID”), the Truckee Meadows Water Authority (“TMWA”), and the County of Washoe, Nevada (“Washoe County”).

RECITALS

A. The parties desire hereby to work to sustain our community’s quality of life through efficient total water management and to lead a cooperative approach to stewardship of our region’s water resources through developing and implementing an integrated water resource plan, building understanding and trust among all stakeholders, and establishing water resources public policy.

B. The Western Regional Water Commission having the purposes, powers, rights, privileges and immunities provided in this Agreement will serve a public use and will promote the general welfare by facilitating unified and cooperative efforts to secure and develop additional water supplies, maintain and cooperatively establish policies for managing existing water resources and water supplies, provide for integrated regional water resources and management of water supplies, provide for integration of efforts to manage storm water, provide for protection of watersheds and provide for regional conservation efforts, subject to and in accordance with the Truckee River Operating Agreement.
C. The planning for the acquisition, development, management and conservation of regional water supplies and any associated facilities by the Western Regional Water Commission is for a public and governmental purpose and a matter of public necessity.

D. Each of the parties is authorized to contract with each other for the joint exercise of any member’s power under Chapter 277 of the Nevada Revised Statutes (“NRS”).

E. The parties desire to amend and restate this Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1: DEFINITIONS**

1.1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:


b. “Board of Trustees” or “Board” means the Board of Trustees of the Regional Water Commission.

c. “Comprehensive Plan” means the plan developed pursuant to sections 34 through 52 of the Act.

d. “Comprehensive Regional Plan” means the plan required to be created pursuant to NRS 278.0272.

e. “Facilities” means any facility necessary for the beneficial use of Water Resources, including, without limitation, any diversion, dam, reservoir, other water storage facility for the Water Resources, water conveyance, well, pump, treatment facility, storage tank, pipe, turnout and any other facility required to provide water services or to provide for the conservation of water or enhanced control of floods.

f. “Governing Board” means:
i. In the case of the City of Reno, the Reno City Council;
ii. In the case of the City of Sparks, the Sparks City Council and the mayor of Sparks;
iii. In the case of Washoe County, its Board of County Commissioners;
iv. In the case of the Truckee Meadows Water Authority, its Board of Directors;
v. In the case of Sun Valley GID, its Board of Trustees;
vi. In the case of South Truckee Meadows GID, its Board of Trustees; and
vii. In the case of the Truckee Meadows Water Reclamation Facility, the City Councils of Reno and of Sparks.

g. “Member” means an entity which is a party to this Agreement and a Member of the Commission.

h. “Planning Area” means the area within the boundaries of the Commission’s authority, as set forth in Section 22 of the Act.

i. “Public Purveyor” means:
i. The Truckee Meadows Water Authority, or its successor;
ii. The Washoe County Department of Water Resources, or its successor;
iii. The South Truckee Meadows General Improvement District, or its successor;
iv. The Sun Valley General Improvement District, or its successor; or
v. Any other governmental entity engaged in the delivery or management of Water Resources in the Planning Area.

j. “Purveyor” means any entity engaged in the delivery or management of Water Resources in the Planning Area.

k. “Regional Facilities” means Facilities, other than Facilities that are owned by a single Member, that are or may be constructed, owned or operated jointly by all or some of the Members of the Commission, through interlocal agreement or other agreement, in furtherance of regional water resource management objectives established by the Commission.

l. “Regional Water Commission” or “Commission” means the Western Regional Water Commission created pursuant to the Act.

m. “Truckee River Operating Agreement” means all agreements relating to the implementation of Public Law 101-618, 104 Stat. 3324, as
amended, including, without limitation, the Operating Agreement referenced in section 205(a) of Public Law 101-618, 104 Stat. 3324, as amended, whether entered into before, on or after April 1, 2008, to which the Truckee Meadows Water Authority, its predecessor or its successor, if any, is a party.

n. “Water Planning Commission” means the Northern Nevada Water Planning Commission created pursuant to section 36 of the Act.

o. “Water Quality Settlement Agreement” means the Agreement entered into on October 10, 1996, by the City of Reno, the City of Sparks, Washoe County, the United States Department of the Interior, the United States Department of Justice, the United States Environmental Protection Agency, the Nevada Division of Environmental Protection and the Pyramid Lake Paiute Tribe, and any agreements entered into to implement that Agreement including, without limitation, any applicable provisions of the Truckee River Operating Agreement.

p. “Water Rights” means any entitlement to the beneficial use of surface water or groundwater supplies, including, without limitation, an entitlement that exists by contract, by interest in real property, by decree or by rights granted or recognized by the State of Nevada, the State of California or any other governmental agency.

q. “Water Resources” means surface water, groundwater, reclaimed water, waste water, water rights, storm water, and any other water capable of being put to beneficial use.

ARTICLE 2:

CREATION OF WESTERN REGIONAL WATER COMMISSION AND EFFECTIVE DATE OF AMENDED AGREEMENT

2.1. Commission Created. There is hereby established a legal entity to be known as the Western Regional Water Commission. The Commission is established by this Agreement pursuant to the provisions of Chapter 277 of NRS, and as specifically authorized by the Act. The Commission is a body corporate and politic and a municipal corporation and shall be a political subdivision of the State of Nevada and shall be separate from the Members, pursuant to NRS 277.074 and 277.120.
2.2. The property and revenues of the Regional Water Commission, any interest of any creditor therein and any possessory interest in or right to use that property which the Regional Water Commission may grant are exempt from all state, county and municipal taxation.

2.3. The Regional Water Commission shall, in carrying out the provisions of this Agreement: (1) Make full use of any available resources for sustainability, economic viability and maintenance of environmental values; (2) Communicate the decisions and policies of the Regional Water Commission in an effective manner; (3) Provide for a centralized system of decision making; (4) Facilitate the effective coordination of land use and resource planning; (5) Facilitate the effective and efficient planning, management and operation of Facilities; and (6) Plan for the effective stewardship of Water Resources, including, without limitation, ensuring the quantity and quality of surface water and groundwater and the control of point and nonpoint sources of pollution.

2.4. Effective Date. This amended and restated Agreement shall become effective, upon its execution by each Party pursuant to approval of their respective Governing Boards and the approval of this Agreement, given or deemed to be given, by the Attorney General of Nevada pursuant to NRS 277.140.

2.5. Boundaries of the Commission. The geographic boundaries of the Commission shall be the entire area of Washoe County except: (1) any land within the region defined by NRS 277.200, the Tahoe Regional Planning Compact; (2) lands located within any Indian reservation or Indian colony which are held in trust by the United States; and (3) land located within the Gerlach General Improvement District or its successor created pursuant to chapter 318 of NRS; Land located within the following
administrative groundwater basins established by the United States Geological Survey and the Division of Water Resources of the State Department of Conservation and Natural Resources: (1) Basin 22 (San Emidio Desert); (2) Basin 23 (Granite Basin); and (3) Basin 24 (Hualapai Flat). The Commission may include within the Planning Area any land otherwise excluded if it finds that the land requires alleviation of the effect of drainage of storm waters or requires another benefit from planning or management performed in the Planning Area. For the purposes of planning, the Commission may consider areas outside the boundaries of the Commission as required for regional water resource or watershed management.

**ARTICLE 3: ADMINISTRATION**

3.1. **Membership.** The Members of the Commission shall be the Truckee Meadows Water Authority, Reno, Sparks, Washoe County, Sun Valley General Improvement District and South Truckee Meadows General Improvement District. Additional entities may become Members through amendment to this Agreement.

3.2. **Governing Body of the Commission.** The Regional Water Commission shall be directed and governed by a Board of Trustees composed of the following nine trustees appointed pursuant to this section:

a. Two Members of the Governing Board of the City of Reno;

b. Two Members of the Governing Board of the City of Sparks;

c. Two Members of the Board of County Commissioners of Washoe County;

d. One Member representing the Truckee Meadows Water Reclamation Facility or its successor;
e. One Member designated by the Local Managing Board of the South Truckee Meadows General Improvement District, or its successor; and

f. One Member of the Board of Trustees of the Sun Valley General Improvement District, or its successor.

3.3. The Governing Boards of the City of Reno, the City of Sparks and Washoe County shall each appoint one trustee from their membership for an initial term of 2 years.

3.4. The Board of Directors of the Truckee Meadows Water Authority or its successor shall appoint from its membership, for initial terms of 3 years:

   a. One trustee who is a Member of the Governing Board of the City of Reno;

   b. One trustee who is a Member of the Governing Board of the City of Sparks; and

   c. One trustee who is a Member of the Board of County Commissioners of Washoe County.

The trustees appointed pursuant to this subsection must be different persons than those appointed pursuant to section 3.3.

3.5. The Board of Trustees of the Sun Valley General Improvement District or its successor shall appoint one trustee for an initial term of 3 years.

3.6. The Local Managing Board of the South Truckee Meadows General Improvement District or its successor shall appoint one trustee for an initial term of 3 years.

3.7. The owners of the Truckee Meadows Water Reclamation Facility or its successor shall jointly appoint one trustee for an initial term of 2 years.
3.8. After the initial terms, each trustee who is appointed to the Board of Trustees serves for a term of 2 years. A trustee may be reappointed.

3.9. All trustees must be elected officials. No trustee may serve beyond his or her term of office.

3.10. The position of a trustee must be considered vacated upon loss of any of the qualifications required for his or her appointment.

3.11. The Board of Trustees shall annually elect one of its Members as Chairman and one of its Members as Vice Chairman. The Board shall select a Secretary and a Treasurer, who are not required to be trustees of the Board. The Secretary and the Treasurer may be the same person.

3.12 The Secretary shall keep audio recordings or transcripts of all meetings of the Board and, in a well-bound book, a record of all the proceedings of the Board, minutes of all meetings, certificates, contracts, bonds given by employees and all other acts of the Board. Except as otherwise provided in NRS 241.035, the minute book, audio recordings, transcripts and records must be open to the inspection of all interested persons, at all reasonable times and places.

3.13. The Treasurer shall keep, in permanent records, strict and accurate accounts of all money received by and disbursed for and on behalf of the Board.

3.14. The Board shall meet regularly at a time and in a place to be designated by the Board. The Board shall provide for the calling of a special meeting when action is required before a regular meeting would occur. The Board shall comply with the requirements of NRS Chapter 241.
3.15. Except as otherwise provided in this subsection, a majority of the Board of Trustees constitutes a quorum at any meeting. Each motion and resolution of the Board must be adopted by at least five (5) trustees.

3.16. The Regional Water Commission is a public employer within the meaning of NRS 286.070, and the provisions of Chapter 286 of NRS apply to the Regional Water Commission and its employees.

3.17. Administrative and technical support shall be provided to the Commission by the cooperative and collaborative efforts of the staffs of the Members, through in-kind services, or otherwise. The Members may provide for such services through interlocal agreement among the Members.

**ARTICLE 4: CONFERRED FUNCTIONS**

4. **Conferred Functions of the Commission.** Subject to the provisions of Article 6, the Conferred Functions of the Commission are as follows:

   a. To promote the general welfare by facilitating unified and cooperative efforts to manage, secure and develop Water Resources.

   b. To maintain and establish policies for managing existing Water Resources.

   c. To provide for integrated regional Water Resources and management of Water Resources.

   d. To provide for integration of efforts to manage storm water.

   e. To provide for protection and enhancement of watersheds and groundwater resources.

   f. To provide for regional conservation efforts, subject to and in accordance with the Truckee River Operating Agreement.
g. To provide for planning for the acquisition, development, management and conservation of regional Water Resources and any associated Facilities.

h. To provide for water quality management.

i. To develop a Water Resources shortage sharing plan among Purveyors and implement such plan with the approval of all affected entities.

j. To perform such other functions as may be conferred upon the Commission by amendment to this Agreement or by statute.

**ARTICLE 5: POWERS OF COMMISSION**

5.1. Powers. In furtherance of the Conferred Functions set forth in Article 4 of this Agreement, and subject to the limitations of that article, the Commission shall have the power in its own name to do any of the following:

a. Sue and be sued.

b. Enter into agreements with any government entity and any person.

c. Prepare, adopt, update and oversee the implementation of the Comprehensive Plan.

d. Plan for the implementation of a mechanism for:

   i. Scheduling the delivery of Water Resources held by Public Purveyors and Members to maximize the yield of regional Water Resources and facilitate the cooperative administration of regional water conveyance and treatment Facilities for the benefit of the Public Purveyors and Members.

   ii. Maximizing conjunctive use by and among the Members to optimize resources.

e. Prepare, adopt and update a water conservation plan for the use of municipal, industrial and domestic Water Resources within the Planning Area, and make recommendations for water conservation agreements among Purveyors and Members.
f. Study and recommend to Members ordinances or tariffs for implementation of a water conservation plan and the Comprehensive Plan.

g. Contract with Purveyors and Members for the provision of services to or by the Commission, and, in the performance of its functions, use the officers, agents, employees, services, Facilities, records and equipment of any Purveyor or Member, with the consent of the respective Purveyors or Members, and subject to such terms and conditions as may be agreed upon.

h. Employ or contract with such persons as deemed necessary and hire and retain officers, agents and employees, including fiscal advisers, engineers, attorneys or other professional or specialized personnel.

i. Seek, apply for and otherwise solicit and receive from any source, public or private, such contributions, gifts, grants, devises and bequests of money and personal property, or any combination thereof, as the Commission determines is necessary or convenient for the exercise of any of its powers.

j. Participate with relevant agencies of the United States, the State of Nevada, the State of California, the Pyramid Lake Paiute Tribe, and other entities on issues concerning Water Resources.

k. Adopt such rules and regulations for the conduct of the affairs of the Commission as deemed necessary or desirable.

l. Develop a plan for the establishment of services territories within the Planning Area in which the Public Purveyors and Members and all systems for the supply of Water Resources which are controlled or operated by the Public Purveyors and Members may provide new retail or wholesale Water Resources to new customers. In developing and updating such plans, the Commission shall:

   i. Seek to ensure the coordination of the delivery of water at the lowest reasonable cost, considering all the Facilities, improvements and operations required to provide that water as measured by the net present value of those Facilities, improvements and operations existing at the time of the determinations, generally using current dollars;

   ii. Seek to ensure that existing or future customers are not affected inequitably;
iii. Seek to provide for the most effective management, development and integration of systems for the efficient use of Water Resources and associated Facilities; and

iv. Consider:

   aa. Any specific planning conducted by Public Purveyors and Members before April 1, 2008, for existing or new customers;

   bb. The topography of the service territories and the readiness and ability of Public Purveyors and Members to serve customers with existing Facilities;

   cc. Any policies for land use that affect the service territories; and

   dd. The rate of growth within the service territories projected over a reasonable period.

m. Upon the recommendation of the Water Planning Commission:

   i. Adopt and revise the Comprehensive Plan;

   ii. Make recommendations concerning methods for conserving existing Water Resources which are consistent with any other plans required by law;

   iii. Make recommendations concerning methods of collecting and treating sewage to protect and conserve Water Resources;

   iv. Provide information to members of the public regarding present and potential uses of Water Resources; and

   v. Make recommendations concerning the management and use of Water Resources within the Planning Area to:

      aa. The Governing Boards of the Members and the Planning Commission of Washoe County and the Cities of Reno and Sparks;

      bb. The Governing Board for Regional Planning and the Regional Planning Commission established in Washoe County pursuant to NRS 278.0264 and 278.0262, respectively;
cc. The State Engineer;

dd. The Federal Government; and

ee. Such other entities as the Commission deems appropriate.

n. To impose a fee adopted by resolution at a public hearing to fund planning, administration and implementation of the Comprehensive Plan at a rate not to exceed 1.5 percent of the amount otherwise billed, to be collected by each Public Purveyor and supplier of Water Resources from customers within the Planning Area. A public purveyor or supplier of water must state separately on its billings to customers the amount charged as a result of any fee charged pursuant to this paragraph.

o. To perform all other acts, and to exercise all rights and powers including the authority to perform such actions and powers exercisable by any of its Members, necessary or incidental to or implied from the powers granted in this Agreement, and including specifically oversight over the Water Planning Commission, as set forth in Article 7.

ARTICLE 6:
PROHIBITED FUNCTIONS AND POWERS

6.1. The Commission shall take no action that will impair the bond obligations of any Member.

6.2. Except to the extent the Commission may become a successor or party to the following agreements;

a. The Commission shall not abridge the exclusive power and authority of the Truckee Meadows Water Authority to negotiate, execute, and implement its obligations under the Truckee River Operating Agreement, as the successor in interest to Sierra Pacific Power Company.

b. The Commission shall not alter the rights and obligations under the Truckee River Operating Agreement.

c. The Commission shall not alter the rights and obligations of the Water Quality Settlement Agreement.
6.3. A plan developed pursuant to powers set forth in Article 5 above does not apply to any Public Purveyor and Member unless each Public Purveyor and Member agrees to the provisions of the plan.

6.4. The Commission shall not dispose of or encumber property belonging to a Member of the Commission without the consent of such Member.

6.5. Absent the written consent of the affected Governing Board of a Public Purveyor, the Commission shall not render any retail service rendered by a Public Purveyor within the service area of a Public Purveyor.

6.6. The Commission shall not take any action inconsistent with the provisions of NRS Chapter 534 with respect to domestic wells.

6.7. The Commission shall not have the power to impose any general tax unless such tax is duly authorized by the State Legislature.

ARTICLE 7:
OVERSIGHT OF NORTHERN NEVADA WATER PLANNING COMMISSION

7.1. The Act creates the Northern Nevada Water Planning Commission (defined herein as the “Water Planning Commission”), effective April 1, 2008. Pursuant to the Act, the Water Planning Commission is required to develop, and as necessary recommend revisions to, a Comprehensive Plan for the Planning Area covering the supply of municipal and industrial water, quality of water, sanitary sewerage, treatment of sewage, drainage of storm waters and control of floods. The initial Comprehensive Plan must be developed on or before January 1, 2011. The provisions of the Comprehensive Plan developed and revised pursuant to the former provisions of NRS
540A.130 before April 1, 2008, remain in effect until the Commission adopts the initial Comprehensive Plan.

7.2. The Commission shall exercise oversight over the Water Planning Commission including the authority to adopt the Comprehensive Plan.

7.3. The Commission shall establish, publish, and implement procedures for public input into the development and adoption of the Comprehensive Plan.

ARTICLE 8: GENERAL PROVISIONS

8.1. Liabilities of the Commission. The debts, liabilities, and obligations of the Commission shall be the debts, liabilities, and obligations of the Commission alone and not of the Members.

8.2. Liabilities of the Board. The funds of the Commission shall be used to defend, indemnify, and hold harmless the Commission, its trustees, officers, and employees, and any Member for actions taken within the scope of the authority of the Commission. Nothing herein shall limit the right of the Commission to purchase insurance to provide coverage for any of the foregoing.

8.3. Term. The Agreement shall continue in existence until it is rescinded as provided in section 8.6.

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8.5. Withdrawal of Member. A Member may withdraw from the Agreement on terms and conditions specified in an agreement of withdrawal executed by all Members.
8.6. **Termination.**

a. This Agreement may be rescinded by a written agreement of termination executed by all Members, except during the outstanding term of any indebtedness incurred by, on behalf of, or at the request of the Commission, or for which the Commission is otherwise responsible, the terms of which preclude such termination.

b. Upon termination of the Commission by Act of the Legislature (1) the obligations of the Commission shall be paid, and (2) all other assets shall be distributed as provided in the termination agreement.

8.7. **Amendment.** This Agreement may be amended by action taken by the Governing Board of each Member and upon any required approval given, or demand to be given, by the Attorney General of Nevada.

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8.9. **Choice of Law.** This Agreement shall be governed by the laws of the State of Nevada.

8.10. **Severability.** If any provision of this Agreement should be held to be invalid or unenforceable by a final decision of a court of competent jurisdiction, then this Agreement shall terminate unless the remaining provisions are reaffirmed by action of the Governing Board of each Member within 120 days from the date on which such decision
of invalidity or unenforceability becomes final.

IN WITNESS WHEREOF, the Members have caused this amended Agreement to be executed as of the date written above.

**CITY OF RENO**

By: ___________________________
    Robert A. Cashell, Sr.
    Mayor

Date: ________________________

ATTEST:

By: ___________________________
    Reno City Clerk

APPROVED AS TO FORM:

Susan Ball Rothe
Deputy City Attorney

**CITY OF SPARKS**

By: ___________________________
    Geno Martini
    Mayor

Date: ________________________

ATTEST:

By: ___________________________
    Sparks City Clerk

APPROVED AS TO FORM:

Shirle Eiting
Senior Assistant City Attorney

**WASHOE COUNTY**

By: ___________________________
    Robert M. Larkin, Chairman
    Washoe County Commission

Date: ________________________

ATTEST:

By: ___________________________
    Amy Harvey, Washoe County Clerk

APPROVED AS TO FORM:

**TRUCKEE MEADOWS WATER AUTHORITY**

By: ___________________________
    Mike Carrigan, Chairman
    Board of Directors

Date: ________________________

ATTEST:

By: ___________________________
    Lori Williams, Secretary

APPROVED AS TO FORM:
Pete Simeoni
Deputy District Attorney

SUN VALLEY GENERAL IMPROVEMENT DISTRICT

By _________________________________
James Ainsworth, Chairman
Board of Trustees

Date: ________________________________

Attest:

By _________________________________
Margaret Reinhardt, Secretary
Board of Trustees

APPROVED AS TO FORM:

Stewart White
White Meany & Weatherall

SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT

By _________________________________
Robert M. Larkin, Chairman
Board of Trustees

Date: ________________________________

Attest:

By _________________________________
Amy Harvey, Washoe County Clerk

APPROVED AS TO FORM:

Pete Simeoni
Deputy District Attorney

OFFICE OF ATTORNEY GENERAL

Approved as to form and legality:

___________________________________
Attorney General
WESTERN REGIONAL WATER COMMISSION

JOINT POWERS AGREEMENT

AMONG

CITY OF RENO
CITY OF SPARKS
SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT
SUN VALLEY GENERAL IMPROVEMENT DISTRICT
TRUCKEE MEADOWS WATER AUTHORITY
WASHOE COUNTY
WESTERN REGIONAL WATER COMMISSION

AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Agreement, made and entered into as of [___________________], is by and among the City of Reno, Nevada (“Reno”), the City of Sparks, Nevada (“Sparks”), South Truckee Meadows General Improvement District (“STMGID”), Sun Valley General Improvement District (“SVGID”), the Truckee Meadows Water Authority (“TMWA”), and the County of Washoe, Nevada (“Washoe County”).

RECITALS

A. The parties desire hereby to work to sustain our community’s quality of life through efficient total water management and to lead a cooperative approach to stewardship of our region’s water resources through developing and implementing an integrated water resource plan, building understanding and trust among all stakeholders, and establishing water resources public policy.

B. The Western Regional Water Commission having the purposes, powers, rights, privileges and immunities provided in this Agreement will serve a public use and will promote the general welfare by facilitating unified and cooperative efforts to secure and develop additional water supplies, maintain and cooperatively establish policies for managing existing water resources and water supplies, provide for integrated regional water resources and management of water supplies, provide for integration of efforts to manage storm water, provide for protection of watersheds and provide for regional conservation efforts, subject to and in accordance with the Truckee River Operating Agreement.
C. The planning for the acquisition, development, management and conservation of regional water supplies and any associated facilities by the Western Regional Water Commission is for a public and governmental purpose and a matter of public necessity.

D. Each of the parties is authorized to contract with each other for the joint exercise of any member’s power under Chapter 277 of the Nevada Revised Statutes (“NRS”).

E. The parties desire to amend and restate this Agreement as set forth herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1:
DEFINITIONS

1.1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:


b. “Board of Trustees” or “Board” means the Board of Trustees of the Regional Water Commission.

c. “Comprehensive Plan” means the plan developed pursuant to sections 34 through 52 of the Act.

d. “Comprehensive Regional Plan” means the plan required to be created pursuant to NRS 278.0272.

e. “Facilities” means any facility necessary for the beneficial use of Water Resources, including, without limitation, any diversion, dam, reservoir, other water storage facility for the Water Resources, water conveyance, well, pump, treatment facility, storage tank, pipe, turnout and any other facility required to provide water services or to provide for the conservation of water or enhanced control of floods.

f. “Governing Board” means:
i.  In the case of the City of Reno, the Reno City Council;
ii. In the case of the City of Sparks, the Sparks City Council and the mayor of Sparks;
iii. In the case of Washoe County, its Board of County Commissioners;
iv.  In the case of the Truckee Meadows Water Authority, its Board of Directors;
v.   In the case of Sun Valley GID, its Board of Trustees;
vi.   In the case of South Truckee Meadows GID, its Board of Trustees; and
vii. In the case of the Truckee Meadows Water Reclamation Facility, the City Councils of Reno and of Sparks.

g. “Member” means an entity which is a party to this Agreement and a Member of the Commission.

h. “Planning Area” means the area within the boundaries of the Commission’s authority, as set forth in Section 22 of the Act.

i.  “Public Purveyor” means:
   i. The Truckee Meadows Water Authority, or its successor;
   ii. The Washoe County Department of Water Resources, or its successor;
   iii. The South Truckee Meadows General Improvement District, or its successor;
   iv.  The Sun Valley General Improvement District, or its successor;
   v.   Any other governmental entity engaged in the delivery or management of Water Resources in the Planning Area.

j. “Purveyor” means any entity engaged in the delivery or management of Water Resources in the Planning Area.

k. “Regional Facilities” means Facilities, other than Facilities that are owned by a single Member, that are or may be constructed, owned or operated jointly by all or some of the Members of the Commission, through interlocal agreement or other agreement, in furtherance of regional water resource management objectives established by the Commission.

l. “Regional Water Commission” or “Commission” means the Western Regional Water Commission created pursuant to the Act.

m. “Truckee River Operating Agreement” means all agreements relating to the implementation of Public Law 101-618, 104 Stat. 3324, as
amended, including, without limitation, the Operating Agreement referenced in section 205(a) of Public Law 101-618, 104 Stat. 3324, as amended, whether entered into before, on or after April 1, 2008, to which the Truckee Meadows Water Authority, its predecessor or its successor, if any, is a party.

n. “Water Planning Commission” means the Northern Nevada Water Planning Commission created pursuant to section 36 of the Act.

o. “Water Quality Settlement Agreement” means the Agreement entered into on October 10, 1996, by the City of Reno, the City of Sparks, Washoe County, the United States Department of the Interior, the United States Department of Justice, the United States Environmental Protection Agency, the Nevada Division of Environmental Protection and the Pyramid Lake Paiute Tribe, and any agreements entered into to implement that Agreement including, without limitation, any applicable provisions of the Truckee River Operating Agreement.

p. “Water Rights” means any entitlement to the beneficial use of surface water or groundwater supplies, including, without limitation, an entitlement that exists by contract, by interest in real property, by decree or by rights granted or recognized by the State of Nevada, the State of California or any other governmental agency.

q. “Water Resources” means surface water, groundwater, reclaimed water, waste water, water rights, storm water, and any other water capable of being put to beneficial use.

ARTICLE 2:

CREATION OF WESTERN REGIONAL WATER COMMISSION
AND EFFECTIVE DATE OF AMENDED AGREEMENT

2.1. Commission Created. There is hereby established a legal entity to be known as the Western Regional Water Commission is The Commission is established by this Agreement pursuant to the provisions of Chapter 277 of NRS, and as specifically authorized by the Act. The Commission is a body corporate and politic and a municipal corporation and shall be a political subdivision of the State of Nevada and shall be separate from the Members, pursuant to NRS 277.074 and 277.120.
2.2. The property and revenues of the Regional Water Commission, any interest of any creditor therein and any possessory interest in or right to use that property which the Regional Water Commission may grant are exempt from all state, county and municipal taxation.

2.3. The Regional Water Commission shall, in carrying out the provisions of this Agreement: (1) Make full use of any available resources for sustainability, economic viability and maintenance of environmental values; (2) Communicate the decisions and policies of the Regional Water Commission in an effective manner; (3) Provide for a centralized system of decision making; (4) Facilitate the effective coordination of land use and resource planning; (5) Facilitate the effective and efficient planning, management and operation of Facilities; and (6) Plan for the effective stewardship of Water Resources, including, without limitation, ensuring the quantity and quality of surface water and groundwater and the control of point and nonpoint sources of pollution.

2.4. Effective Date. This amended and restated Agreement shall become effective upon its execution by each Party pursuant to approval of their respective Governing Boards and the approval of this Agreement, given or deemed to be given, by the Attorney General of Nevada pursuant to NRS 277.140.

2.5. Boundaries of the Commission. The geographic boundaries of the Commission shall be the entire area of Washoe County except: (1) any land within the region defined by NRS 277.200, the Tahoe Regional Planning Compact; (2) lands located within any Indian reservation or Indian colony which are held in trust by the United States; and (3) land located within the Gerlach General Improvement District or its successor created pursuant to chapter 318 of NRS; Land located within the following
administrative groundwater basins established by the United States Geological Survey and the Division of Water Resources of the State Department of Conservation and Natural Resources: (1) Basin 22 (San Emidio Desert); (2) Basin 23 (Granite Basin); and (3) Basin 24 (Hualapai Flat). The Commission may include within the Planning Area any land otherwise excluded if it finds that the land requires alleviation of the effect of drainage of storm waters or requires another benefit from planning or management performed in the Planning Area. For the purposes of planning, the Commission may consider areas outside the boundaries of the Commission as required for regional water resource or watershed management.

ARTICLE 3:
ADMINISTRATION

3.1. Membership. The Members of the Commission shall be the Truckee Meadows Water Authority, Reno, Sparks, Washoe County, Sun Valley General Improvement District and South Truckee Meadows General Improvement District. Additional entities may become Members through amendment to this Agreement.

3.2. Governing Body of the Commission. The Regional Water Commission shall be directed and governed by a Board of Trustees composed of the following nine trustees appointed pursuant to this section:

a. Two Members of the Governing Board of the City of Reno;

b. Two Members of the Governing Board of the City of Sparks;

c. Two Members of the Board of County Commissioners of Washoe County;

d. One Member representing the Truckee Meadows Water Reclamation Facility or its successor;
e. One Member designated by the Local Managing Board of the South Truckee Meadows General Improvement District, or its successor; and

f. One Member of the Board of Trustees of the Sun Valley General Improvement District, or its successor.

3.3. The Governing Boards of the City of Reno, the City of Sparks and Washoe County shall each appoint one trustee from their membership for an initial term of 2 years.

3.4. The Board of Directors of the Truckee Meadows Water Authority or its successor shall appoint from its membership, for initial terms of 3 years:

a. One trustee who is a Member of the Governing Board of the City of Reno;

b. One trustee who is a Member of the Governing Board of the City of Sparks; and

c. One trustee who is a Member of the Board of County Commissioners of Washoe County.

The trustees appointed pursuant to this subsection must be different persons than those appointed pursuant to section 3.3.

3.5. The Board of Trustees of the Sun Valley General Improvement District or its successor shall appoint one trustee for an initial term of 3 years.

3.6. The Local Managing Board of the South Truckee Meadows General Improvement District or its successor shall appoint one trustee for an initial term of 3 years.

3.7. The owners of the Truckee Meadows Water Reclamation Facility or its successor shall jointly appoint one trustee for an initial term of 2 years.
3.8. After the initial terms, each trustee who is appointed to the Board of Trustees serves for a term of 2 years. A trustee may be reappointed.

3.9. All trustees must be elected officials. No trustee may serve beyond his or her term of office.

3.10. The position of a trustee must be considered vacated upon loss of any of the qualifications required for his or her appointment.

3.11. The Board of Trustees shall annually elect one of its Members as Chairman and one of its Members as Vice Chairman. The Board shall select a Secretary and a Treasurer, who are not required to be trustees of the Board. The Secretary and the Treasurer may be the same person.

3.12. The Secretary shall keep audio recordings or transcripts of all meetings of the Board and, in a well-bound book, a record of all the proceedings of the Board, minutes of all meetings, certificates, contracts, bonds given by employees and all other acts of the Board. Except as otherwise provided in NRS 241.035, the minute book, audio recordings, transcripts and records must be open to the inspection of all interested persons, at all reasonable times and places.

3.13. The Treasurer shall keep, in permanent records, strict and accurate accounts of all money received by and disbursed for and on behalf of the Board.

3.14. The Board shall meet regularly at a time and in a place to be designated by the Board. The Board shall provide for the calling of a special meeting when action is required before a regular meeting would occur. The Board shall comply with the requirements of NRS Chapter 241.
3.15. **Except as otherwise provided in this subsection, a majority of the Board of Trustees constitutes a quorum at any meeting. Each motion and resolution of the Board must be adopted by at least five (5) trustees.**

3.16. The Regional Water Commission is a public employer within the meaning of NRS 286.070, and the provisions of Chapter 286 of NRS apply to the Regional Water Commission and its employees.

3.17. Administrative and technical support shall be provided to the Commission by the cooperative and collaborative efforts of the staffs of the Members, through in-kind services, or otherwise. The Members may provide for such services through interlocal agreement among the Members.

**ARTICLE 4:**

**CONFERRED FUNCTIONS**

4. **Conferred Functions of the Commission.** Subject to the provisions of Article 6, the Conferred Functions of the Commission are as follows:

a. To promote the general welfare by facilitating unified and cooperative efforts to manage, secure and develop Water Resources.

b. To maintain and establish policies for managing existing Water Resources.

c. To provide for integrated regional Water Resources and management of Water Resources.

d. To provide for integration of efforts to manage storm water.

e. To provide for protection and enhancement of watersheds and groundwater resources.

f. To provide for regional conservation efforts, subject to and in accordance with the Truckee River Operating Agreement.
g. To provide for planning for the acquisition, development, management and conservation of regional Water Resources and any associated Facilities.

h. To provide for water quality management.

i. To develop a Water Resources shortage sharing plan among Purveyors and implement such plan with the approval of all affected entities.

j. To perform such other functions as may be conferred upon the Commission by amendment to this Agreement or by statute.

ARTICLE 5:
POWERS OF COMMISSION

5.1. Powers. In furtherance of the Conferred Functions set forth in Article 4 of this Agreement, and subject to the limitations of that article, the Commission shall have the power in its own name to do any of the following:

a. Sue and be sued.

b. Enter into agreements with any government entity and any person.

c. Prepare, adopt, update and oversee the implementation of the Comprehensive Plan.

d. Plan for the implementation of a mechanism for:

i. Scheduling the delivery of Water Resources held by Public Purveyors and Members to maximize the yield of regional Water Resources and facilitate the cooperative administration of regional water conveyance and treatment Facilities for the benefit of the Public Purveyors and Members.

ii. Maximizing conjunctive use by and among the Members to optimize resources.

e. Prepare, adopt and update a water conservation plan for the use of municipal, industrial and domestic Water Resources within the Planning Area, and make recommendations for water conservation agreements among Purveyors and Members.
f. Study and recommend to Members ordinances or tariffs for implementation of a water conservation plan and the Comprehensive Plan.

g. Contract with Purveyors and Members for the provision of services to or by the Commission, and, in the performance of its functions, use the officers, agents, employees, services, Facilities, records and equipment of any Purveyor or Member, with the consent of the respective Purveyors or Members, and subject to such terms and conditions as may be agreed upon.

h. Employ or contract with such persons as deemed necessary and hire and retain officers, agents and employees, including fiscal advisers, engineers, attorneys or other professional or specialized personnel.

i. Seek, apply for and otherwise solicit and receive from any source, public or private, such contributions, gifts, grants, devises and bequests of money and personal property, or any combination thereof, as the Commission determines is necessary or convenient for the exercise of any of its powers.

j. Participate with relevant agencies of the United States, the State of Nevada, the State of California, the Pyramid Lake Paiute Tribe, and other entities on issues concerning Water Resources.

k. Adopt such rules and regulations for the conduct of the affairs of the Commission as deemed necessary or desirable.

l. Develop a plan for the establishment of services territories within the Planning Area in which the Public Purveyors and Members and all systems for the supply of Water Resources which are controlled or operated by the Public Purveyors and Members may provide new retail or wholesale Water Resources to new customers. In developing and updating such plans, the Commission shall:

i. Seek to ensure the coordination of the delivery of water at the lowest reasonable cost, considering all the Facilities, improvements and operations required to provide that water as measured by the net present value of those Facilities, improvements and operations existing at the time of the determinations, generally using current dollars;

ii. Seek to ensure that existing or future customers are not affected inequitably;
iii. Seek to provide for the most effective management, development and integration of systems for the efficient use of Water Resources and associated Facilities; and

iv. Consider:

   aa. Any specific planning conducted by Public Purveyors and Members before April 1, 2008, for existing or new customers;

   bb. The topography of the service territories and the readiness and ability of Public Purveyors and Members to serve customers with existing Facilities;

   cc. Any policies for land use that affect the service territories; and

   dd. The rate of growth within the service territories projected over a reasonable period.

m. Upon the recommendation of the Water Planning Commission:

   i. Adopt and revise the Comprehensive Plan;

   ii. Make recommendations concerning methods for conserving existing Water Resources which are consistent with any other plans required by law;

   iii. Make recommendations concerning methods of collecting and treating sewage to protect and conserve Water Resources;

   iv. Provide information to members of the public regarding present and potential uses of Water Resources; and

   v. Make recommendations concerning the management and use of Water Resources within the Planning Area to:

      aa. The Governing Boards of the Members and the Planning Commission of Washoe County and the Cities of Reno and Sparks;

      bb. The Governing Board for Regional Planning and the Regional Planning Commission established in Washoe County pursuant to NRS 278.0264 and 278.0262, respectively;
cc. The State Engineer;

dd. The Federal Government; and

ee. Such other entities as the Commission deems appropriate.

n. To impose a fee adopted by resolution at a public hearing to fund planning, administration and implementation of the Comprehensive Plan at a rate not to exceed 1.5 percent of the amount otherwise billed, to be collected by each Public Purveyor and supplier of Water Resources from customers within the Planning Area. A public purveyor or supplier of water must state separately on its billings to customers the amount charged as a result of any fee charged pursuant to this paragraph.

o. To perform all other acts, and to exercise all rights and powers including the authority to perform such actions and powers exercisable by any of its Members, necessary or incidental to or implied from the powers granted in this Agreement, and including specifically oversight over the Water Planning Commission, as set forth in Article 7.

ARTICLE 6: PROHIBITED FUNCTIONS AND POWERS

6.1. The Commission shall take no action that will impair the bond obligations of any Member.

6.2. Except to the extent the Commission may become a successor or party to the following agreements:

a. The Commission shall not abridge the exclusive power and authority of the Truckee Meadows Water Authority to negotiate, execute, and implement its obligations under the Truckee River Operating Agreement, as the successor in interest to Sierra Pacific Power Company.

b. The Commission shall not alter the rights and obligations under the Truckee River Operating Agreement.

c. The Commission shall not alter the rights and obligations of the Water Quality Settlement Agreement.
6.3. A plan developed pursuant to powers set forth in Article 5 above does not apply to any Public Purveyor and Member unless each Public Purveyor and Member agrees to the provisions of the plan.

6.4. The Commission shall not dispose of or encumber property belonging to a Member of the Commission without the consent of such Member.

6.5. Absent the written consent of the affected Governing Board of a Public Purveyor, the Commission shall not render any retail service rendered by a Public Purveyor within the service area of a Public Purveyor.

6.6. The Commission shall not take any action inconsistent with the provisions of NRS Chapter 534 with respect to domestic wells.

6.7. The Commission shall not have the power to impose any general tax unless such tax is duly authorized by the State Legislature.

**ARTICLE 7: OVERSIGHT OF NORTHERN NEVADA WATER PLANNING COMMISSION**

7.1. The Act creates the Northern Nevada Water Planning Commission (defined herein as the “Water Planning Commission”), effective April 1, 2008. Pursuant to the Act, the Water Planning Commission is required to develop, and as necessary recommend revisions to, a Comprehensive Plan for the Planning Area covering the supply of municipal and industrial water, quality of water, sanitary sewerage, treatment of sewage, drainage of storm waters and control of floods. The initial Comprehensive Plan must be developed on or before January 1, 2011. The provisions of the Comprehensive Plan developed and revised pursuant to the former provisions of NRS
5-16-08 WRWC Agenda Item 12 Attachment JPA with Changes

540A.130 before April 1, 2008, remain in effect until the Commission adopts the initial Comprehensive Plan.

7.2. The Commission shall exercise oversight over the Water Planning Commission including the authority to adopt the Comprehensive Plan.

7.3 The Commission shall establish, publish, and implement procedures for public input into the development and adoption of the Comprehensive Plan.

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GENERAL PROVISIONS

8.1. Liabilities of the Commission. The debts, liabilities, and obligations of the Commission shall be the debts, liabilities, and obligations of the Commission alone and not of the Members.

8.2. Liabilities of the Board. The funds of the Commission shall be used to defend, indemnify, and hold harmless the Commission, its trustees, officers, and employees, and any Member for actions taken within the scope of the authority of the Commission. Nothing herein shall limit the right of the Commission to purchase insurance to provide coverage for any of the foregoing.

8.3. Term. The Agreement shall continue in existence until it is rescinded as provided in section 8.6.

8.4. Other Cooperative Agreements. Nothing in this Agreement shall prevent the Members from entering into other cooperative agreements.

8.5. Withdrawal of Member. A Member may withdraw from the Agreement on terms and conditions specified in an agreement of withdrawal executed by all Members.
8.6. Termination.

a. This Agreement may be rescinded by a written agreement of termination executed by all Members, except during the outstanding term of any indebtedness incurred by, on behalf of, or at the request of the Commission, or for which the Commission is otherwise responsible, the terms of which preclude such termination.

b. Upon termination of the Commission by Act of the Legislature (1) the obligations of the Commission shall be paid, and (2) all other assets shall be distributed as provided in the termination agreement.

8.7. Amendment. This Agreement may be amended by action taken by the Governing Board of each Member and upon any required approval given, or demand to be given, by the Attorney General of Nevada.

8.8. Assignment; Binding on Successors. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Commission then in effect. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members.

8.9. Choice of Law. This Agreement shall be governed by the laws of the State of Nevada.

8.10. Severability. If any provision of this Agreement should be held to be invalid or unenforceable by a final decision of a court of competent jurisdiction, then this Agreement shall terminate unless the remaining provisions are reaffirmed by action of the Governing Board of each Member within 120 days from the date on which such decision
of invalidity or unenforceability becomes final.

IN WITNESS WHEREOF, the Members have caused this amended Agreement to be executed as of the date written above.

CITY OF RENO

By: ________________________________
    Robert A. Cashell, Sr.
    Mayor

Date: ________________________________

ATTEST:

By: ________________________________
    Reno City Clerk

APPROVED AS TO FORM:

___________________________________
    Susan Ball Rothe
    Deputy City Attorney

CITY OF SPARKS

By: ________________________________
    Geno Martini
    Mayor

Date: ________________________________

ATTEST:

By: ________________________________
    Sparks City Clerk

APPROVED AS TO FORM:

___________________________________
    Shirle Eiting
    Senior Assistant City Attorney

WASHOE COUNTY

By: ________________________________
    Robert M. Larkin, Chairman
    Washoe County Commission

Date: ________________________________

ATTEST:

By: ________________________________
    Amy Harvey, Washoe County Clerk

APPROVED AS TO FORM:

TRUCKEE MEADOWS WATER AUTHORITY

By: ________________________________
    Mike Carrigan, Chairman
    Board of Directors

Date: ________________________________

ATTEST:

By: ________________________________
    Lori Williams, Secretary

APPROVED AS TO FORM:
5-16-08 WRWC Agenda Item 12 Attachment JPA with Changes

Pete Simeoni  
Deputy District Attorney

Sylvia Harrison  
McDonald Carano Wilson LLP

SUN VALLEY GENERAL IMPROVEMENT DISTRICT

By ____________________________  
James Ainsworth, Chairman  
Board of Trustees

Date: ____________________________

Attest:

By ____________________________  
Margaret Reinhardt, Secretary  
Board of Trustees

APPROVED AS TO FORM:

Stewart White  
White Meany & Weatherall

OFFICE OF ATTORNEY GENERAL

Approved as to form and legality:

______________________________  
Attorney General

SOUTH TRUCKEE MEADOWS GENERAL IMPROVEMENT DISTRICT

By ____________________________  
Robert M. Larkin, Chairman  
Board of Trustees

Date: ____________________________

Attest:

By ____________________________  
Amy Harvey, Washoe County Clerk

APPROVED AS TO FORM:

Pete Simeoni  
Deputy District Attorney
Western Regional Water Commission

STAFF REPORT

DATE: May 5, 2008
TO: Chairman and Members, Western Regional Water Commission
FROM: Darrin Price, General Manager -- Sun Valley GID
SUBJECT: Discussion and possible approval of an Agreement for Legal Services for the Western Regional Water Commission (“WRWC”) and the Northern Nevada Water Planning Commission (“NNWPC”) with the Rhodes Law Offices, Ltd.

SUMMARY
Both the WRWC and the NNWPC require legal services. As directed by the WRWC, staff considered and evaluated providing for the required legal services through a full time employee attorney, or through a contract for legal services with independent counsel. Staff contacted attorney John B. Rhodes, recently retired Deputy D.A. for Washoe County, and he expressed an interest in representing both the WRWC and the NNWPC on a part time contractual basis. Mr. Rhodes has many years of legal experience in local governmental law, water law, water resource planning, and the Nevada Open Meeting Law. For the ten-year period prior to his retirement from Washoe County, he served as legal counsel to the Regional Water Planning Commission -- predecessor to the NNWPC. Staff recommended to the WRWC that Mr. Rhodes be hired on a contractual basis to provide the required legal services for a six-month interim period.

PREVIOUS ACTION
On April 11, 2008, the WRWC voted and directed staff to negotiate an agreement with Mr. Rhodes for the purposes of providing the required legal representation for a six-month period.

DISCUSSION
Staff reviewed with Mr. Rhodes the scope of legal services that will be necessary for the WRWC and the NNWPC, including representation at several monthly meetings, drafting legal documents such as interlocal agreements and contracts with planning consultants, open meeting law compliance issues, and potential litigation. Mr. Rhodes estimates that necessary legal services for both entities will average approximately 20 hours per week (80 monthly), exclusive of any civil litigation.

Staff considered three alternatives for the provision of legal services: hourly representation; retainer plus hourly; and, retainer. Staff concluded that a flat fee retainer of $12,000 per month for all necessary legal services, excluding civil litigation, will provide the most economical representation with projected hourly rates ranging from $200 to $100 per hour for legal services requiring from 15 hours to 30 hours per week, respectively.
FISCAL IMPACT
The fiscal impact to the budget of the WRWC will be $72,000 for the six-month period, which is $13,000 less, on a proportionate basis, than the $170,000 currently budgeted for legal representation on an annual basis.

RECOMMENDATION
The WRWC approve the proposed Agreement for Legal Services with the Rhodes Law Offices, Ltd., and authorize the Chairman to execute the Agreement.

POSSIBLE MOTION
Should the WRWC agree with staff’s recommendation, a suggested motion is: “Move to approve the Agreement for Legal Services with the Rhodes Law Offices, Ltd., and authorize the chairman to execute the Agreement.”
AGREEMENT
FOR LEGAL SERVICES

This Agreement is made and entered into this 16th day of May, 2008, between the Western Regional Water Commission (the “WRWC”), a Joint Powers Authority created pursuant to Chapter 531, Statutes of Nevada 2007, the “Western Regional Water Commission Act,” (the “Act”) and cooperative agreement (the “JPA”) under Chapter 277, Nevada Revised Statutes, and the Rhodes Law Offices, Ltd., a Nevada corporation (“Attorney”), each a “Party” to this Agreement, and collectively “Parties”.

WHEREAS, the WRWC requires specialized legal services to be provided by Attorney; and

WHEREAS, Attorney is ready, able and willing to perform the desired services.

NOW, THEREFORE, the Parties agree as follows:

1. Professional Services to be Performed. Attorney will serve as legal counsel and provide all legal representation reasonably required by the WRWC and the Northern Nevada Water Planning Commission (the “NNWPC”) in the performance of their duties and responsibilities under the Act and the JPA (the “Legal Services”), except as provided in Subsection 1f, below. Attorney will provide a broad range of legal services involving water resource planning and management advice on the legal propriety of proposed action, including, but not limited to, the following:
   a. Advice and representation during public meetings;
   b. Prepare and review contracts and other legal documents;
   c. Develop, prepare and present legal issues that may require appearances before administrative, legislative and/or judicial tribunals;
   d. Analyze facts and apply legal principles and precedents to specific cases relating to governmental, administrative, and water law, as well as the Nevada Open Meeting Law and other assigned areas of practice; and,
   e. Perform regular assignments, including working independently, to identify and deal with the widest variety of legal issues relating to Nevada governmental, administrative, and water law, as well as the Nevada Open Meeting Law and other assigned areas.
   f. Attorney will not represent the WRWC or the NNWPC in civil litigation wherein either entity is a plaintiff or defendant, except as otherwise negotiated by the Parties pursuant to separate agreement.

2. Acceptance of Professional Responsibility. Attorney accepts full professional responsibility for the Legal Services, but does not accept professional responsibility for any other matter.

3. Agreement Required. Attorney does not accept professional responsibility for the Legal Services until the WRWC and the NNWPC become clients of Attorney. The WRWC and
the NNWPC will become clients of Attorney when the WRWC executes this Agreement and returns a signed original copy to Attorney.

4. **Sole Representation.** Attorney will represent only the WRWC and the NNWPC and their designated agents and will not represent any other persons or entities with respect to the Legal Services. Attorney will not represent any individual member agency of the WRWC other than in such agency’s capacity as a member of the WRWC. Attorney’s fiduciary responsibility and attorney-client relationship will be solely to the WRWC and the NNWPC, and Attorney will not accept any other employment that may create a conflict of interest with such relationship.

5. **Insurance and Indemnification.** Attorney will carry professional liability insurance and other insurance in forms and amounts to be approved by the risk management advisor for the WRWC. Attorney will indemnify, and save and hold the WRWC and the NNWPC harmless from and against any and all claims arising from the Legal Services.

6. **Term.** This Agreement will be effective commencing May 1, 2008, and ending November 1, 2008, unless terminated by either Party as provided in Section 11, below, or extended by written agreement between the Parties.

7. **Cooperation.** The WRWC will cooperate with Attorney in performing the Legal Services. This cooperation includes, but is not limited to, attending attorney/client conferences, and other required appearances, as applicable, and providing all documents and other information necessary for Attorney to effectively provide the Legal Services.

8. **Disclaimer.** The WRWC acknowledges that results in legal matters cannot be guaranteed and that Attorney has not represented that any particular result will be obtained by Attorney in performing the Legal Services.

9. **Consideration.** The WRWC will pay Attorney for the Legal Services, as follows:
   
   a. A flat fee retainer of $12,000 per month. Attorney will not provide itemized billings, but will submit a monthly Statement, within 10 days after the first of each month commencing June 1, 2008, showing the total number of hours spent in providing the Legal Services during the preceding month. The WRWC will pay each Statement within 15 days after receipt.
   
   b. Reimbursement for reasonable costs incurred by attorney, including but not limited to, on-line charges for electronic research, copying, postage, telephone, fax, photographs, messenger fees, filing fees and travel outside the Reno/Sparks metropolitan area.
   
   c. The WRWC will arrange for office space to be provided for Attorney by the Washoe County Department of Water Resources in proximity to the full time staff of the WRWC. Such office will include, but not be limited to, standard office fixtures such as telephone, facsimile machine, desktop computer, Internet access and e-mail, office furniture and working supplies, together with such clerical assistance as may be required by Attorney in providing the Legal Services.
10. **Communications.** All communications to and from Attorney for the purpose of seeking or giving legal advice are confidential and protected by the attorney-client privilege. This privilege can be waived, however, if the WRWC shares the communication with anyone who is not either a WRWC agent or attorney. Attorney will not waive the privilege without the consent of the WRWC. The WRWC agrees that it has been informed of the privilege and the ways in which the privilege may be waived by the WRWC. The WRWC agrees to contact Attorney if it has any questions regarding waiving the privilege. The WRWC further agrees as follows:

   a. To keep all confidential communications from Attorney in a separate file. Letters, memos, faxes, e-mails, and any other written confidential communications from Attorney will be placed in a file or folder that contains only other attorney-client communications. The WRWC will not retain confidential communications in a place where they are available, or may be accessed, by persons not covered by the privilege, or by the public.

   b. To not show or otherwise disclose the contents of privileged written confidential communications, including e-mails, to non-privileged persons or entities.

   c. To not copy non-privileged persons or entities with written communications, including e-mails, that contain legal advice or legal questions to Attorney.

11. **Termination.** Either Party may, at any time for any reason, without cause, terminate this Agreement by providing thirty (30) days' written notice to the other Party, and the WRWC will pay Attorney on a pro-rata basis for the Legal Services performed up to the effective date of the termination.

12. **Attorney-Client Relationship.** When this Agreement is terminated in accordance with Sections 6 or 11 above, the attorney-client relationship shall also be terminated.

13. **Entire Agreement.** This Agreement constitutes the complete and final agreement of the Parties.

14. **Interpretation and Venue.** The laws of the State of Nevada will apply in interpreting this Agreement, and the venue for resolution of any dispute arising out of this Agreement will be in Washoe County.
15. **Third-Party Beneficiary.** Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the WRWC, the NNWPC, and Attorney.

16. **Notice.** All notices required by this Agreement will be mailed to the Parties at the following respective addresses, except as otherwise directed in writing:

Rhodes Law Offices, Ltd.  
P.O. Box 18191  
Reno, NV 89511

Chairman, WRWC  
1355 Capital Blvd.  
Reno, NV 89502

Rhodes Law Offices, Ltd.  
Dated: May 16, 2008

By ____________________________  
John B. Rhodes, President

Western Regional Water Commission  
Dated: May 16, 2008

By ____________________________  
Michael Carrigan, Chairman

**Approval by Washoe County Department of Water Resources**

Subsection 9c. of the above Agreement is hereby **agreed upon and approved.**

Washoe County Department of Water Resources  
Dated: May 16, 2008

By ____________________________  
Rosemary Menard, Director