WESTERN REGIONAL WATER COMMISSION (“WRWC”)
AGENDA
Thursday, May 19, 2011 @ 9:00 a.m.
Sparks Council Chambers, Legislative Building,
745 Fourth St., Sparks, Nevada

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

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

1. Public comment will be taken on agenda items upon request by submittal of a Speaker Information Card. There is a
   three-minute time limit per person.
2. Items on the agenda without a time designation may not necessarily be considered in the order in which they appear.
   The WRWC may take action on any of the action items listed.
3. 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 TMWA at 775-834-8002 at least 24 hours prior to the meeting.
4. 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 WRWC website: http://wrwc.us.

1. Roll Call and Determination of presence of a Quorum*
2. Pledge of Allegiance*
3. Approval of Agenda (ACTION)
4. Public Comment* (Three-minute time limit per person)
5. Approval of the minutes of the March 11, 2011 meeting (ACTION)

Open Public Hearing

6. Public Hearing on the WRWC Tentative Budget for Fiscal Year 2011/2012; discussion and
   adoption of the WRWC Final Budget for Fiscal Year 2011/2012 — Jim Smitherman, WRWC
   Water Resources Program Manager (ACTION)

Close Public Hearing
9. Discussion and possible direction to staff regarding 2011 Legislative Activities — John Erwin (ACTION)

10. Financial Performance Report for the Third Quarter FY2011 — Jeff Tissier*

11. General Manager’s Report

12. Public comment — limited to no more than three minutes per speaker*

13. Board comments and requests for future agenda items*

14. Adjournment (ACTION)

Asterisks (*) denote non-action items

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1 The Board may adjourn from the public meeting at any time during the agenda to conduct a closed labor briefing with management representatives pursuant to NRS 288.220.
WESTERN REGIONAL WATER COMMISSION
BOARD OF TRUSTEES

DRAFT MINUTES

Friday, March 11, 2011

The regular meeting of the Western Regional Water Commission (WRWC) Board of Trustees was held on Friday, March 11, 2011, at Sparks Council Chambers, 431 Prater Way, Sparks, Nevada.

1. Roll Call and Determination of presence of a Quorum – Chairman Carrigan called the meeting to order at 1:30 p.m. There was a quorum present.

Commissioners Present:
Mike Carrigan, Chair
John Breternitz
Steve Cohen
Geno Martini
Margaret Reinhardt
Ron Smith

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

Commissioners Absent:
Dave Aiazzi
Bob Cashell
Bob Larkin, Vice-Chair

Representing:
City of Reno
Truckee Meadows Water Authority
Truckee Meadows Water Authority

2. Pledge of Allegiance

Chairman Carrigan asked Commissioner Cohen to lead the Western Regional Water Commission in the Pledge of Allegiance.

3. Approval of Agenda

Commissioner Martini made a motion to approve the March 11, 2011 WRWC agenda as posted. Commissioner Smith seconded the motion, which carried unanimously.

4. Public Comment

Chairman Carrigan called for public comments and hearing none, closed the public comment period.

5. Approval of the Minutes of the February 11, 2011 meeting.

The minutes of the February 11, 2011 Western Regional Water Commission meeting were submitted for approval. Commissioner Breternitz made a motion to approve the minutes as submitted. Commissioner Martini seconded the motion, which carried unanimously.

6. Discussion and possible approval of an Interlocal Agreement with the Truckee Meadows Regional Planning Governing Board for partial funding of the Regional Data Development and
Chairman Carrigan invited Jim Smitherman to present this item. Mr. Smitherman referred to the staff report and explained that at the last meeting, the WRWC approved a proposal for partial funding of the Regional Data Development and Analytical Program.

Mr. Smitherman referred to the cost breakdown, which covers funding for the beginning of this Fiscal Year (FY) 2010-2011 through FY 2012-2013 in the amount of $486,000 from the Regional Water Management Fund (RWMF) and $224,000 for in-kind services.

Chairman Carrigan called for questions or comments. Commissioner Breternitz made a motion to approve the Interlocal Agreement with the Truckee Meadows Regional Planning Governing Board for partial funding of the Regional Data Development and Analytical Program; and if approved, authorize the Chairman to execute the Agreement. Commissioner Smith seconded the motion, which carried unanimously.

7. Review, discussion, and possible approval of the WRWC tentative budget for Fiscal Year 2011-2012; and, possible direction to staff regarding the time and place for a public hearing on the tentative budget.

Chairman Carrigan invited Mr. Smitherman to present the tentative budget. Mr. Smitherman stated that the NNWPC recommended approval of the tentative budget by the WRWC. He stated that the WRWC is required to prepare and submit a tentative budget to the Nevada Department of Taxation on or before April 15, and to hold a public hearing on the third Thursday or Friday in May.

Mr. Smitherman reported that the tentative budget shows $1.32 million in revenues; expenditures of $3.67 million; with a beginning fund balance of $3.5 million; net decrease in reserves of $2.5 million; with a remaining fund balance of approximately $1 million. He reviewed the remainder of the staff report and summarized that the total budget is $3,084,500. He explained that the $3.67 million in expenditures includes staff services, which are budgeted at the same level as last year, which does not reflect salary reductions that were negotiated by County employees, and a voluntary reduction in compensation for legal counsel. He added that the operating budget for non-staff services is $103,000. The net decrease in cash reserves is approximately $2.4 million, which is possible because the fund has $3 million in cash reserves.

Mr. Smitherman explained that the largest component of the $3.67 million expenditure is the purchase of water rights in the amount of approximately $1.7 million. He reviewed all the aspects of the “Work Plan” which make up the expenditure budget as follows:

- Purchase of 6,700 acre-feet of water rights to address the requirements set forth in the Truckee River Operating Agreement (“TROA”). Approximately half of the water rights are secured. The entities jointly sent a letter to Bureau of Reclamation (BOR) to request a federal grant for the purchase of water rights in the amount of $15 million. Approximately $1.7 million has been set aside in the Regional Water Management Fund (RWMF), which covers a 5-year timeframe.
- The NNWPC recommended including in the budget a total of $300,000 for reimbursement of consolidation analysis expenditures, mainly to TMWA and the Department of Water Resources (DWR), and possibly a smaller amount to the South Truckee Meadows General Improvement District (STMGID) for its analysis of alternatives with respect to TMWA / DWR consolidation.
- Third party review of the total maximum daily loads (“TMDLs”) for nutrients to the Truckee
River - staff has worked with the entities on the TMDL issues and an additional $350,000 was set aside in the budget to move forward with the program related to water quality standards. Staff is working with Nevada Division of Environmental Protection (NDEP). The biggest water quality concern currently for the river is phosphorus.

- **Review 208 Water Quality Plan** - the next update is due in May 2013 – NDEP has advised that grant money for the update will be available next fiscal year. The WRWC was designated as the lead agency to administer the 208 Water Quality Plan.
  - Examination of reclaimed water, wastewater and the possibility of examining the constraints for each individual wastewater treatment facility that might best be addressed by interconnecting facilities, for example Lemmon Valley and Cold Springs or interconnection of the Truckee Meadows Water Reclamation Facility (“TMWRF”) and South Truckee Meadows Water Reclamation Facility (“STMWRF”)
  - Work with NDEP on reclaimed water regulations, possibly to include aquifer storage of highly treated effluent. Work is also needed with local governments on potential uses of reclaimed water.
  - A valuable tool in any of the scenario planning for the 208 Plan will be expansion of the Regional Water Balance model developed by Stantec.

- **The recommendation for conservation programs is to continue at the same level of participation as in the past.**
  - Cloud seeding program with Desert Research Institute (DRI) is budgeted at $100,000. Commissioner Smith asked if funding would continue for the next fiscal year. Mr. Smitherman stated that it would.
  - Water audit program - discussion took place over additional benefits to South Truckee Meadows General Improvement District (“STMGID”) and Sun Valley General Improvement District (“SVGID”) based on the water audit program, as well as possibly expanding some of the water conservation programs – STMGID and SVGID will submit proposals to hire someone to perform water audit programs (approximately $80,000).
  - Washoe Evapotranspiration (ET) Project – web-based program for determining outdoor watering requirements based on ET
  - Nevada Landscape Association’s Certified Landscape Technician program

- **Related to Flood Control, the Flood Project (and its entities) pays for the program.**

- **National Pollutant Discharge Elimination System (“NPDES”) and Storm Water Permit Coordinating Committee - $265,500 per year is set aside in the budget for the program. If this project were not funded by the RWMF, local entities would have to provide funding because the program is federally mandated but not funded.**

- **The NNWPC/WRWC will work with the Truckee Meadows Regional Planning Agency (“TMRPA”) on parcel-based population disaggregation modeling up to $500,000 from the RWMF over three years.**
  - An update to the Consensus Population Forecast, including sustainable water resources, will be needed.
  - Regional Water Balance model developed by Stantec will need to be updated and expanded.

Mr. Smitherman referred to bar graphs that provide a high-level look at the RWMF budget for the last three years. He reported that the end fund balance is holding steady. Revenue projections have slightly decreased based on slowed growth. He summarized that the budget is remaining stable. He referred to projections for the budget throughout the next fiscal year.
Mr. Smitherman invited questions or comments and added that a potential motion would be to approve the tenta tive budget.

Commissioner Cohen asked if there has been further discussion of the issue to assess domestic well owners with a Regional Water Management Fee. Mr. Smitherman stated that it would require legislative changes to do so, which he does not believe is being proposed for the current legislative session.

Chairman Carrigan stated that the WRWC has approximately $2.2 million set aside for unfunded mandates. He reiterated that if such unfunded mandates are not funded by this agency, the burden will fall on the local entities.

Commissioner Breternitz made a motion to approve the WRWC tentative budget for Fiscal Year 2011-2012, direct staff to submit and file the tentative budget as required by statute, and provide required notice for the public hearing on the tentative budget at 9:00 a.m. on May 19, 2011. Commissioner Cohen seconded the motion, which carried unanimously.

8. Status report on proposed purchase of Truckee River water rights to support certain aspects of the Truckee River Operating Agreement (TROA) requiring acquisition of 6,700 acre-feet; discussion and possible direction to staff.

Chairman Carrigan invited Rosemary Menard, Director of Department of Water Resources (DWR), to present this item. Ms. Menard reported that at the last WRWC meeting, staff was directed to examine the purchase of approximately 3,500 acre-feet of water rights to address the requirements set forth in the Truckee River Operating Agreement (“TROA”). She reported that a total of 6,700 acre-feet is required; however, approximately half of the water rights are secured.

Ms. Menard reported that the entities jointly sent a letter to the Bureau of Reclamation (BOR) to request a federal grant for the purchase of water rights in the amount of $15 million, with TMWA taking the lead. She stated that as long as the funds remain in the BOR’s budget (and not rescinded by Congress), there is a very high probability of receiving the allocation.

Ms. Menard stated that a total of approximately $17 million will be required for the purchase, of which $1.7 million has been set aside in the Regional Water Management Fund (RWMF), which covers a 5-year timeframe. The funds from the RWMF would cover the administrative cost of securing the water rights. She stated that without the BOR funding, it is unknown how the water rights would be acquired.

Chairman Carrigan asked if there is 3,500 acre-feet of water rights currently available. Ms. Menard stated that downstream water rights would be sought, which would be most beneficial. Chairman Carrigan stated that even if water rights are located, the State Engineer would have to assess the feasibility of use. Ms. Menard stated that is correct and would be covered under the administrative costs. She summarized that the details have not yet been worked out.

Commissioner Smith asked about the deadline for acquisition of the water rights. Ms. Menard stated that the deadline is upon implementation of TROA. She added that in 2007, an Interlocal Agreement was signed by the jurisdictions to move forward in the process.

9. Status report on pending integration/consolidation of the Washoe County DWR into the Truckee Meadows Water Authority (TMWA); review and discussion of possible criteria for
Chairman Carrigan invited Jeff Tissier, Chief Financial Officer of TMWA, and Ms. Menard to present this item. Ms. Menard reported that John Sherman, Finance Director for Washoe County, has done extensive work on this process and was also present.

Mr. Tissier referred to the staff report, which he stated does not do justice to the amount of work that has been done and the accomplishments. He stated that staff realizes that TMWA and DWR are very close to the completion of the financial due diligence. He reported that currently, modeling is underway for each entity. TMWA has set up individual 5-year forecasts for Public Financial Management, which incorporates proposed future developer fee revisions. The model is being carefully reviewed, which will be used for the combined entity.

Mr. Tissier stated that assessments of all the County water systems have been completed and well-documented. He added that operating plans for conjunctive use of water in Spanish Springs, the South Truckee Meadows and the North Valleys have been completed and approved by TMWA and DWR staff. The associated costs and benefits were also reviewed.

The Capital Improvement Plans (CIPs) for both organizations have been completed. This has been an important component, on which Mr. Sherman and he have worked very closely. He added that Mr. Sherman is also working on separating County revenues between sewer and water.

Mr. Tissier stated that he will have preliminary numbers by the end of March for review by Washoe County. He summarized that much progress is being made and he offered to continue to keep the WRWC updated.

Ms. Menard asked Commissioner Cohen to briefly discuss the process with South Truckee Meadows General Improvement District (STMGID). She explained that Washoe County has provided service to STMGID for many years and STMGID will require some change based on the consolidation. Commissioner Cohen stated that STMGID has narrowed its options to four, which include:

- Building its own facility and hiring its own staff (similar to Sun Valley GID)
- STMGID ceases to exist
- STMGID would be managed by TMWA under a new contract
- STMGID could be managed by a third-party, such as Sun Valley GID

Commissioner Cohen reported that STMGID has conducted customer surveys and has scheduled public meetings. He added that Financial Consulting Services (FCS) has been invited to present alternatives at an upcoming meeting.

Chairman Carrigan stated that he agrees with the above alternatives, with the exception of hiring an outside agency, which he believes might be opposed by the legislature. Commissioner Cohen agreed and stated that STMGID’s plan is to include and review all options.

Ms. Menard referred to an evaluation process called the “Triple Bottom Line”. She read the definition from the staff report, “A business that incorporates the Triple Bottom Line (‘TBL’ ) concept into its decision-making processes works to achieve improved performance against social, environmental and economic criteria that relate to the goods produced or services provided by that business.” She stated that she believes the process is completely relevant with water service in this area. She reported that agency staff has discussed how best to evaluate the options.
Ms. Menard referred to bar graph examples based on the “Operating Agreement” for TMWA, DWR and combined TMWA-DWR. She explained that the goal is to be able to address, in a monetary and non-monetary sense, some of the intangible values of consolidation. She referred to a matrix that was based on economic, social and environmental components. She stated that the matrix was used to model results based on community values, which include:

- Organizational performance and culture
- Capital planning and implementation
- Customer service
- Water resource management
- Operations and maintenance
- Community/Quality of life

Ms. Menard stated that the analysis was based on a list of criteria that were prioritized and ranked with weighting factors. She added that about 50% of the weighting was based on economic issues, approximately 15 to 35% on social and 15% on environmental criteria. She stated that a qualitative assessment of the various options was also provided. She invited input or comments from commissioners.

Commissioner Cohen asked how the ratings were established. Ms. Menard stated that a consultant provided the rating criteria, which are only intended to serve as examples.

Chairman Carrigan stated that he thinks this is a very innovative process and he likes it. He stated that one important criterion is “Community relations, engagement and alignment”, which can head off future unneeded “battles” based on misinformation.

Ms. Menard asked commissioners to continue to review and provide input on the process, which will be brought to the joint meeting in the spring.

10. Report on legislative activities, including Bill Draft Requests and Bills pending in the 2011 Nevada Legislature that may affect the WRWC; and, possible direction to staff.

Ms. Menard stated that two bills were presented to the legislature by the Legislative Committee to Oversee the WRWC (LOC), Assembly Bills (AB) 237 and 238. She explained that AB 238 would allow issuance of County Bond Bank bonds for refinancing securities. The BDR is related to the TMWA/DWR Consolidation.

John Rhodes, Legal Counsel, provided a staff report to members, which included a summary of bill draft requests (BDRs) that may affect the WRWC and NNWPC. Mr. Rhodes reported that the WRWC, at its last meeting, designated representatives to its Legislative Subcommittee. He added that the members were the same as last year, which include Chairman Carrigan, Commissioner Aiazzi and Commissioner Cohen.

Mr. Rhodes reported that the subcommittee intends to maintain a neutral position on BDRs, unless it directly affects regional water planning or the workings of the WRWC or NNWPC. He stated that the WRWC has taken a position to support AB 237, which would allow the issuance of bonds to assist those required to hook up to the municipal water or sewer systems; and AB 238, which would allow issuance of County Bond Bank bonds for refinancing securities.

Mr. Rhodes stated that other than support of the two above Assembly Bills, the WRWC would maintain a neutral position on all other bills, with the exception of BDR 19-288 Assembly Bill (AB)59, submitted by
the Attorney General (AG), which makes various changes to the Open Meeting Law. The WRWC subcommittee is closely watching the Bill because the last provision states that, “Each member of a public body who attends a meeting of that public body where action is taken in any violation of provision of Open Meeting Law, regardless of knowledge of the violation, is subject to a civil penalty in an amount not to exceed $500.” The Assembly of Government Affairs heard testimony on this bill on March 1, 2011. The AG’s office provided a summary of the BDR and why it is necessary, with no mention of the penalty. Following the presentation, many asked about the penalty, to which the AG said was a drafting error. Mr. Rhodes reiterated that he and the legislative subcommittee would continue to watch the Bill.

Chairman Carrigan stated that commissions depend on legal counsel and requested that language be added to the bill that if the attorney approves an action, he/she assumes that responsibility.

Chairman Carrigan reported that there are five BDRs regarding Open Meeting Law and the Legislature exempts itself from all.

Mr. Rhodes stated that he and the legislative subcommittee would continue to monitor the bill and provide testimony as appropriate.

Chairman Carrigan requested that any potential motion include that if a decision is provided by its attorney, a commission would be exempt from the fines and penalties (which include that it would be a misdemeanor).

Commissioner Breternitz made a motion to support the legislative subcommittee’s recommendations of the BDRs presented to include Chairman Carrigan’s request. Commissioner Martini seconded the motion, which carried unanimously.

11. Discussion and possible direction to staff regarding agenda items for the April 8, 2011 meeting and future meetings.

Chairman Carrigan suggested that if no pressing items are scheduled for the April meeting, it should be cancelled. Mr. Smitherman agreed and stated that there is nothing critical for the April meeting.

Members agreed to cancel the April meeting. Mr. Smitherman stated that the May meeting would include the Public Hearing on the Budget, which is scheduled for May 19, 2011 at 9:00 a.m., prior to the TMWA Board’s Budget Hearing.

12. Commission Comments

Chairman Carrigan asked Mr. Rhodes if he had addressed the email from the County related to investment advice that was recently received. Mr. Rhodes stated that he is working on it.

13. Staff Comments

None

14. Public Comment

Chairman Carrigan called for public comments and hearing none, closed the public comment period.
15. Adjournment

With no further business, the meeting was adjourned at 2:10 p.m.

Respectfully submitted by,

Niki Linn, Recording Secretary

Approved by Commission in session on________________ 2011.

______________________
Mike Carrigan, Chairman

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

STAFF REPORT

DATE: May 6, 2011

TO: Chairman and Members, Western Regional Water Commission

FROM: Jim Smitherman, Water Resources Program Manager

SUBJECT: Public Hearing on the Western Regional Water Commission ("WRWC") Tentative Budget for Fiscal Year 2011/2012; discussion and adoption of the WRWC Final Budget for Fiscal Year 2011/2012.

SUMMARY
Staff has developed a final fiscal year 2011/2012 budget for the WRWC consisting of revenues and expenditures including professional services and supplies, and capital outlay (attached). The tentative budget has been filed with the State as required by law. Notice of the Public Hearing has been published, and the tentative budget has been made available for public inspection, both as required by law.

BACKGROUND
The WRWC is required to submit a tentative budget to the Nevada Department of Taxation on or before April 15, and adopt a final budget after holding a public hearing on the third Thursday or Friday in May. The tentative budget has been submitted to the Nevada Department of Taxation in a timely manner. The attached final budget is provided for WRWC discussion, possible direction to staff, and adoption.

PREVIOUS ACTION
On March 11, 2011, the WRWC approved the WRWC tentative budget for fiscal year 2011/2012, including budget worksheets summarizing revenues, expenditures, in-kind contributions, and details for non-staff professional services related to priority projects and routine operating expenses. In the same action, the WRWC directed staff to file the tentative budget with the State Department of Taxation and provide notice as required by law for the public hearing on the tentative budget and establish May 19, 2010 as the time of the public hearing on the tentative budget.

On March 2, 2011, the Northern Nevada Water Planning Commission reviewed the proposed WRWC tentative budget for fiscal year 2011/2012 and made a recommendation for approval to the WRWC.

FISCAL IMPACT
The fiscal year 2011-2012 tentative budget provides for $1,316,360 in revenues, $3,669,032 in expenditures and an ending fund balance of $1,166,161. Budget expenditure details include $481,532 for three full time staff and legal services, various routine operating expenditures in the
amount of $103,000, and a maximum of $3,084,500 for WRWC work plan activities including $1,700,000 toward water rights purchases.

**RECOMMENDATION**
Staff recommends that the WRWC adopt and certify the WRWC Final Budget for Fiscal Year 2011/2012 and direct staff to transmit a copy of it to the Nevada Tax Commission, together with an affidavit of proof of publication of the notice of the public hearing.

**POSSIBLE MOTION**
“Move to adopt and certify the WRWC final budget for fiscal year 2011/2012 and direct staff to transmit a copy of it to the Nevada Tax Commission, together with an affidavit of proof of publication of the notice of the public hearing in accordance with law.”

JS:jd

Attachment: WRWC final budget for fiscal year 2011/2012
Western Regional Water Commission herewith submits the (FINAL) budget for the fiscal year ending June 30, 2012.

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 0. If the final computation requires, the tax rate will be lowered.

This budget contains 1 governmental fund types with estimated expenditures of $3,669,032 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, Ben Hutchins, Finance & Customer Service Manager,

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

Signed: __________________________

Dated: 5/1/11

APPROVED BY THE GOVERNING BOARD

SCHEDULED PUBLIC HEARING:

Date and Time 5/19/11 9:00 AM

Place: City of Sparks Legislative Council Chambers, 745 Fourth Street, Sparks, Nevada

Publication Date 5/9/11

Page: 1

Form 1

1/5/2010
### FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

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### POPULATION (AS OF JULY 1)

### SOURCE OF POPULATION ESTIMATE*

- Assessed Valuation (Secured and Unsecured Only)
- Net Proceeds of Mines

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### TAX RATE

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Debt Service Funds
- Enterprise Fund
- Other

### 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

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Form 4  
1/5/2010
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<th>PROPERTY TAX REQUIRED (3)</th>
<th>TAX RATE (4)</th>
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DEBT SERVICE
Subtotal Governmental Fund Types, Expendable Trust Funds

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<td>Subtotal Proprietary Funds</td>
<td>XXXXXXXXXXXX</td>
<td>XXXXXXXXXXXX</td>
<td>XXXXXXXXXXXX</td>
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TOTAL ALL FUNDS   XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX
### REVENUES

<table>
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<tr>
<th></th>
<th>(1) ACTUAL PRIOR YEAR ENDING 6/30/2010</th>
<th>(2) ESTIMATED CURRENT YEAR ENDING 6/30/2011</th>
<th>(3) BUDGET YEAR ENDING 6/30/12</th>
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<tbody>
<tr>
<td>1.5% Regional Water Management Fees</td>
<td>1,284,119</td>
<td>1,275,439</td>
<td>1,284,980</td>
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<td>Investment Earnings</td>
<td>108,868</td>
<td>33,852</td>
<td>31,380</td>
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<td>Federal Grant</td>
<td>40,000.00</td>
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<td>31,380</td>
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<tr>
<td>Subtotal</td>
<td>1,432,987</td>
<td>1,309,291</td>
<td>1,316,360</td>
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**OTHER FINANCING SOURCES:**
- Operating Transfers In (Schedule T)

### BEGINNING FUND BALANCE

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<thead>
<tr>
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<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
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<tbody>
<tr>
<td>Reserved</td>
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<td></td>
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<tr>
<td>Unreserved</td>
<td>3,288,782</td>
<td>3,484,602</td>
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### TOTAL BEGINNING FUND BALANCE

- Prior Period Adjustment(s)
- Residual Equity Transfers

### TOTAL RESOURCES

<table>
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<tr>
<th></th>
<th>(1)</th>
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<td>4,721,769</td>
<td>4,793,893</td>
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### EXPENDITURES

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<th>(1)</th>
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<tbody>
<tr>
<td>Wages &amp; Salaries</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services &amp; Supplies</td>
<td>1,237,167</td>
<td>1,275,060</td>
<td>3,669,032</td>
<td>1,969,032</td>
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<tr>
<td>Capital Outlay</td>
<td></td>
<td></td>
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<td>1,700,000</td>
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### Subtotal

- 1,237,167 | 1,275,060 | 3,669,032 | 3,669,032 |

**OTHER USES**
- CONTINGENCY (not to exceed 3% of total expenditures)
- Operating Transfers Out (Schedule T) | 0 | 0 | 0 | 0 |

### ENDING FUND BALANCE

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<thead>
<tr>
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<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Reserved</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Unreserved</td>
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<td>3,518,833</td>
<td>1,166,161</td>
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### TOTAL ENDING FUND BALANCE

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<thead>
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<th>(2)</th>
<th>(3)</th>
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<td></td>
<td>3,484,602</td>
<td>3,518,833</td>
<td>1,166,161</td>
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### TOTAL COMMITMENTS & FUND BALANCE

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<tbody>
<tr>
<td></td>
<td>4,721,769</td>
<td>4,793,893</td>
<td>4,835,193</td>
<td>4,835,193</td>
</tr>
</tbody>
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Western Regional Water Commission  
(Local Government)  
SCHEDULE B  
FUND 766
Western Regional Water Commission

STAFF REPORT

DATE: May 11, 2011
TO: Chairman and Members, Western Regional Water Commission ("WRWC")
FROM: Jim Smitherman, WRWC Water Resources Program Manager
SUBJECT: Discussion and possible approval of a First Amended Cooperative Agreement with Washoe County to provide staff services for the WRWC and the Northern Nevada Water Planning Commission ("NNWPC"); and, if approved authorize the WRWC Chairman to execute the Amendment

SUMMARY
Since July 1, 2008, following enactment of the Western Regional Water Commission Act (the "Act"), Chapter 531, Statutes of Nevada 2007, Washoe County has, through an Interlocal Cooperative Agreement with the WRWC, had the responsibility for providing staff support for all activities of the WRWC and the NNWPC established under the Act. Three Washoe County employees have been responsible for this work: Jim Smitherman, Water Resources Program Manager, Chris Wessel, Water Resources Planner, and June Davis, Administrative Secretary. The existing Agreement dedicates these three staff to support the WRWC and the NNWPC through a “contract service provider” model. This model was chosen based on it being the simplest, most cost effective method for providing the required services. The existing Agreement expires on June 30, 2011.

PREVIOUS ACTION
At its September 12, 2008 meeting, the WRWC approved the existing Interlocal Cooperative Agreement, and authorized the Chairman to execute the same.

BACKGROUND
The staffing strategy for the WRWC and the NNWPC has been built around the concept that the WRWC member agencies would provide “in kind” services to support the operation of the WRWC, and the water resources planning and management functions of the WRWC and the NNWPC. The only staff dedicated to supporting the WRWC and the NNWPC will be the three staff identified above who have been dedicated to the WRWC and NNWPC for the last three years.

The proposed First Amended Cooperative Agreement will: 1) extend the term of the existing Agreement for an additional three years, to June 30, 2014; and, 2) allow the County to use the three designated "Assigned Employees", on a part-time basis, for County business that does not conflict or interfere with their duties to the WRWC and NNWPC, provided that a request for such allocation is made by the County's Director of Water Resources and approved by the WRWC Water Resources Program Manager, in his sole discretion, as to availability of time. In such event, the WRWC will not reimburse the County for the costs of the time so allocated.
**FISCAL IMPACT**
Funding to reimburse Washoe County for the cost of salaries and benefits of these three staff has been included in the adopted FY 2011-2012 WRWC final budget. Washoe County DWR will continue to provide office space, computers, telephones, staff training, payroll, accounting, human resources and other required operational infrastructure for these employees as an in-kind contribution.

**RECOMMENDATION**
It is recommended that the WRWC approve the First Amended Cooperative Agreement, and authorize the Chairman to execute the amendment.

**POSSIBLE MOTION**
Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve the First Amended Cooperative Agreement with Washoe County to provide staff services for the WRWC and the NNWPC, and authorize the WRWC Chairman to execute the Amendment.”

Attachments: First Amended Cooperative Agreement
Cooperative Agreement for Employee Services between the Western Regional Water Commission and Washoe County
FIRST AMENDMENT
To
COOPERATIVE AGREEMENT FOR CONTRACTUAL PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES

The following Sections of the COOPERATIVE AGREEMENT (the “Agreement”), dated November 7, 2008, entered into between Washoe County, a political subdivision of the State of Nevada (the “County”), and the Western Regional Water Commission, a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the “Western Regional Water Commission Act” and cooperative agreement under Chapter 277 (the "WRWC"), or individually, “Party, or collectively, as the context requires, “Parties”, are hereby amended to provide as follows:

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the “Effective Date” of this Agreement, as further defined in Section 7, until June 30, 2014.

3.7 Services to WRWC and NNWPC. County shall require the Assigned Employees to devote their productive time, ability and attention exclusively to the business of the WRWC and NNWPC during the term of this Agreement except, at the request of the Washoe County Director of Water Resources, and subject to availability as determined by and in the sole discretion of the WRWC Water Resources Manager designated in Exhibit B, the Assigned Employees may devote a portion of their productive time, ability and attention to tasks and duties for the benefit of the County, provided also that the performance of such tasks and duties do not conflict or interfere with the Services to be provided under Section 3.5, above. To the extent that the Assigned Employees perform such tasks and duties for the County, their corresponding wages and benefits shall be the sole responsibility of the County, shall be documented by written record, and shall not be subject to reimbursement as provided under Section 4., below. The provisions of this Section 3.7 shall be retroactive for the 2011 calendar year. The Assigned
Employees shall not during the normal working day, except as provided immediately above, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

4. **REIMBURSEMENT.**

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages and benefits of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County’s actual costs for the Services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker’s compensation coverage and claims, and all other benefits the County now provides, or may provide in the future. The County shall be responsible for the payment of any insurance and Worker’s compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to the County's Water Enterprise fund, and shall exclude documented wages and benefits attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.
This Amendment is effective July 1, 2011, except as provided in Section 3.7, above, regardless of the dates of execution by the Parties ("Effective Date").

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

WESTERN REGIONAL WATER COMMISSION

Dated this ___ day of __________, 2011

By ____________________________
Mike Carrigan, Chairman

WASHOE COUNTY

Dated this ___ day of __________, 2011

By ____________________________
Chairman, Board of Commissioners

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

By ____________________________
John B. Rhodes, Legal Counsel

APPROVED AS TO FORM:
Washoe County District Attorney

By ____________________________
Deputy District Attorney
COOPERATIVE AGREEMENT FOR CONTRACTUAL
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES

This Cooperative Agreement is made and entered into this 7th day of
November, 2008, by and between Washoe County, a political subdivision of the State of
Nevada ("County"), and the Western Regional Water Commission, a Joint Powers
Authority created pursuant Chapter 531, Statutes of Nevada 2007, the "Western Regional
Water Commission Act" and cooperative agreement under Chapter 277 ("WRWC"), or
individually, "Party, or collectively, as the context requires, "Parties".

WHEREAS, the Parties are public agencies authorized by Chapter 277 of the
Nevada Revised Statutes to enter into interlocal and cooperative agreements with each
other for the performance of governmental functions; and

WHEREAS, the County desires to provide to the WRWC on a contractual and
reimbursable basis the services of certain County employees from the County’s
Department of Water Resources, who have historically been fully dedicated to supporting
and performing the duties, functions and responsibilities necessary and proper for the
planning and implementation of regional water matters; and

WHEREAS, the WRWC desires to utilize the resources and services of these
certain County employees as contract service providers to perform duties, functions and
responsibilities necessary and proper for the planning and implementation of regional
water matters; and

WHEREAS, the County and the WRWC wish to formalize this Agreement to
provide for the assignment of certain County employees (hereinafter “Assigned
Employees”) to the WRWC, on a contractual and reimbursable basis, to provide
appropriate administrative and professional services for the planning and implementation
of regional water matters for the WRWC and the Northern Nevada Water Planning
Commission (“NNWPC”);

NOW THEREFORE, based upon the foregoing recitals, and in consideration of
the mutual promises and benefits to be exchanged, it is agreed between the Parties as
follows:

1. PURPOSE.

The purpose of this Agreement is to provide the WRWC and the NNWPC with
appropriate administrative and professional staff services for the planning and
implementation of regional water matters as requested by the WRWC and the NNWPC
and according to the WRWC’s Work Plan, and adopted annual budget, subject to
reimbursement as provided herein.
2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the “Effective Date” of this Agreement, as further defined in Section 7, until June 30, 2011.

3. ASSIGNED EMPLOYEES AND SCOPE OF SERVICES.

3.1 Assigned Employees. As of the Effective Date of this Agreement, the County shall assign the employee(s) identified in Exhibit A (Support Staff) to perform administrative support services for the NNWPC, and the employees identified in Exhibit B (Professional Staff) to perform professional services for the WRWC and NNWPC. Services to be performed by the Assigned Employees are further defined in Section 3.5.

3.2 Employee Status. Assigned Employees retain all rights and status of Washoe County employees and are subject to all County employment, ethics, and operational policies and procedures.

3.3 Support Staff. In the event the County must select and assign other County personnel to perform the Support Staff services under this Agreement, the County shall consult with WRWC and NNWPC regarding recruitment process and selection criteria and the County shall select and assign new or existing County personnel to perform such services.

3.4 Professional Staff. With the prior written consent of the Professional Staff, the County may provide written drafts of its employee performance evaluation of the Professional Staff to the WRWC for comment at the WRWC’s April meeting of each year. The WRWC shall provide oral or written comments to Washoe County’s Water Resources Department Director on the draft evaluations and shall indicate as part of these comments whether the WRWC desires to retain such Professional Staff in their capacity under this Agreement for the next fiscal year. County agrees to give consideration to the performance evaluation comments by the WRWC in County’s employment evaluation of the Professional Staff. In the event WRWC wishes to replace these employees, or in the event such employees leave County employment or are otherwise terminated by the County, County and WRWC shall confer to determine a replacement/recruitment schedule and process. County shall use its best efforts to replace such employees, subject to the consent of the WRWC, which consent shall not be unreasonably withheld.

3.5 Scope of Services. The services provided hereunder by the Assigned Employees shall include the performance of administrative support and professional services necessary to facilitate the WRWC’s achieving its program goals as outlined in the draft Work Plan reviewed by the WRWC on May 16, 2008, attached hereto as Exhibit C and incorporated herein by reference, and the WRWC Budget adopted annually, as they are both from time to time revised or amended. Additional professional services shall include the preparation, publication and administration of requests for qualifications, proposals, or bids; the preparation and administration of contracts in
accordance with applicable provisions of state law for the purchase of supplies, materials, equipment, contractual and consulting or professional services required by the NNWPC and WRWC; and the preparation of recommendations and staff reports for the WRWC and the NNWPC (collectively, “Services”). No member of the WRWC Board of Trustees may request the Assigned Employees to perform any services outside the scope of the Work Plan, unless such request is approved by a vote of the WRWC Board.

3.6 **Direction and Supervision.** The County shall require the Washoe County Director of Water Resources to supervise the Assigned Employees in their performance of the Services contemplated hereunder. The Director shall take all steps necessary to ensure the full and competent performance of the Assigned Employees’ duties and responsibilities, and shall emphasize the effective operation of the WRWC and the NNWPC. The Parties agree that during the performance of this Agreement, the Assigned Employees shall remain located at and operate from their current employment location in the Department of Water Resources. The Director shall monitor, review and authorize, if appropriate, all sick leave, vacation leave, continuing education and other such similar requests made by the Assigned Employees. County and WRWC agree that at the request of any Professional Staff, the Director and the Chair of the WRWC shall meet and confer to resolve any conflicts pertaining to the direction of such staff.

3.7 **Services to WRWC and NNWPC only.** County shall require Assigned Employees to devote their productive time, ability and attention during the normal working day exclusively to the business of the WRWC and NNWPC during the term of this Agreement. Assigned Employees shall not, during the normal working day, directly or indirectly render any services of a business, commercial or professional nature to any person, firm or entity other than WRWC and the NNWPC.

3.8 **County Policies.** County shall require Assigned Employees to abide by the policies, rules, regulations and current practices and usages applicable to County employees as established and amended by County from time to time. County shall require Assigned Employees to perform the duties and responsibilities faithfully and loyally consistent with those County Policies.

4. **REIMBURSEMENT.**

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages and benefits of the Assigned Employees. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County’s actual costs for the services provided, including wages, hours, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker’s compensation coverage, and all other benefits the County now provides, or may provide in the future. County shall be responsible for the payment of any insurance and Worker’s compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry.
transferring funds from the Regional Water Management Fund to the Water Enterprise fund and such fund transfer shall occur at the end of each County two-week pay period.

5. TERMINATION.

5.1 Termination by Convenience. Either Party, in its sole discretion, may terminate this Agreement for the next fiscal year by providing sixty (60) days prior written notice to the other Party. Any notice of termination issued during any fiscal year for which the County has agreed to perform services outlined in the Work Plan or Annual Budget shall only be effective to the end of the fiscal year, that is, June 30th of such fiscal year.

5.2 Termination by Breach and Right to Cure. Either Party may terminate this Agreement if the other Party fails to perform its obligations under this Agreement. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the other Party’s intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

5.3 Dissolution of WRWC. This Agreement shall terminate upon the dissolution of the WRWC; provided, however, the County shall be compensated from existing WRWC funds for any work it has performed prior to termination upon WRWC’s dissolution.

6. COUNTY ADMINISTRATIVE AND SYSTEM SERVICES.

County agrees to continue to provide at its sole cost and expense all employee and human resource services for the Assigned Employees, including administration of the systems and packages currently received by Assigned Employees for payroll, worker’s compensation, dental, vision and health insurance and other employee wage and benefit programs currently received by Assigned Employees. The County agrees to provide administration of worker’s compensation claims, insurance claims and safety and risk management services for the Assigned Employees who are contract service providers for this Agreement. Except as provided in any subsequent interlocal agreement between the Parties, other services than those herein described may be requested by the WRWC, and may be provided by County, at the County’s sole discretion.

7. EFFECTIVE DATE.

Upon the ratification by the governing boards of the Parties, the provisions of this Agreement shall be retroactive to July 1, 2008.
MISCELLANEOUS

8. ARBITRATION.

8.1 Disputes or claims arising out this Agreement, which cannot be resolved by negotiation, shall be settled by arbitration in accordance with NRS Chapter 38 (Uniform Arbitration Act of 2000). Either Party may demand arbitration in writing. Within ten days from such demand, the Parties shall meet and confer regarding the selection of an arbitrator.

8.2 The Parties shall agree to the arbitrator within ten (10) days of the first meeting contemplated in 8.1 above. If the Parties cannot agree, the Parties shall each select a representative that is a practicing attorney who has been licensed in the State of Nevada for a minimum of fifteen (15) years. Those two individuals will then select the arbitrator who must be a practicing attorney licensed in Nevada for a minimum of fifteen (15) years.

8.3 The Parties shall set a date for arbitration within ten (10) days of selection of an arbitrator, and shall follow the procedures and rules set out in NRS Chapter 38 unless another set of rules and procedures are agreed upon.

8.4 Each Party shall pay one half of the bills and invoices for time and expenses submitted by the arbitrator and shall also bear its own costs of arbitration, including attorney’s fees. Neither Party shall be deemed the prevailing Party for purposes of otherwise allocating costs and fees.

9. HOLD HARMLESS – LIABILITY.

The WRWC agrees, to the extent allowed by law pursuant to Chapter 41, Nevada Revised Statute, to indemnify and hold harmless County from and against all claims, causes of action or liability, including attorneys’ fees for injury or death of any person or damage to property arising from, or connected to, the WRWC’s negligence or wrongful misconduct, or the negligence or wrongful misconduct of its trustees, employees or agents, in connection with its performance of this Agreement. County agrees, to the extent allowed by law pursuant to Chapter 41, Nevada Revised Statute, to indemnify and hold harmless WRWC from and against all claims, causes of action or liability, including attorneys’ fees, for injury or death of any person or damage to property arising from, or connected to, the County’s negligence or wrongful misconduct, or the negligence or wrongful misconduct of its officers, employees or agents, in connection with the performance of this Agreement.

10. SEVERABILITY.

If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.
11. MODIFICATION.

This Agreement is the entire Agreement between the Parties. No change, extension, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either Party unless executed in writing by each of the Parties.

12. ASSIGNMENT.

Delegation and No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the Parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each Party. Neither Party may assign any rights hereunder or delegate any duties hereunder without the prior written consent of the other Party, which consent may be withheld in its sole discretion.

13. NOTICES.

All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a Party (by personal delivery to an officer or authorized representative or a corporate Party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties designated representative, whose name and contact information shall be made available and provided to each Party within ten (10) days of this Agreement’s Effective Date. Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

14. WAIVER.

A waiver of any breach of any provision of this Agreement by any Party shall not be construed to be a waiver of any preceding or succeeding breach.

15. GOVERNING LAW; VENUE.

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the Parties' performance hereunder shall be in the Second Judicial District Court of Washoe County.

16. MODIFICATIONS AND AMENDMENTS.

This Agreement may be modified or amended only by a writing signed by an authorized agent of the Party to be bound by the modification or amendment.
17. NON-LIABILITY OF INDIVIDUAL OFFICERS OR EMPLOYEES OF PARTIES.

No official or employee of any Party to this Agreement shall be personally liable to any other Party or any successor in interest, in the event of any default or breach by the Party or for any amount which may become due to any other Party or its successor, or as a result of any representation (except any representation regarding the authority to execute this Agreement), warranty or obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement on the dates below noted.

WESTERN REGIONAL WATER COMMISSION,
A political subdivision of the State of Nevada

By: 
Michael Carrigan, Chairman
Board of Trustees

STATE OF NEVADA
COUNTY OF WASHOE

On this 7th day of November, 2008, personally appeared before me, Notary Public, Michael Carrigan, known to me to be the Chairman of the Western Regional Water Commission, known to me to be the Chairman, who acknowledged to me that he executed the above instrument.

Notary Public

WASHOE COUNTY, a political subdivision of the State of Nevada

By
Robert M. Larkin, Chairman
Washoe County Commission

ATTEST:
Amy Harvey, Washoe County Clerk

Cooperative Agreement with WRWC for Contractual Professional and Administrative Staff Services
Exhibit A – Support Staff

- June Davis, Administrative Secretary

Exhibit B – Professional Staff

- Jim Smitherman, Water Resources Program Manager
- Chris Wessell, Water Management Planner
Exhibit C – Work Plan Reviewed by WRWC on May 16, 2008

Proposed Western Regional Water Commission Work Plan

Recommended near-term items

(SB 487 / JPA)
1. Plan for the scheduling and delivery of water resources held by public purveyors 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.

2. Plan for maximizing conjunctive use by the public purveyors and members, i.e., the combined use of surface water, groundwater and reclaimed water systems to optimize resources, including an analysis of legal and procedural barriers to an optimized conjunctive use program.

3. Water conservation plan for municipal, industrial and domestic water resources within the planning area, including recommendations for water conservation agreements among water purveyors and local governments.

4. Plan the process for the establishment of future service territories within the planning area in which the public purveyors 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.

(RWPC / Staff Recommendations)

5. Watershed-based water quality planning, including a plan for the development of a Truckee River third-party total maximum daily load (TMDL) for nutrients among affected entities and regulatory agencies.

6. Develop an integrated water resources management plan for the north valleys including water supply, wastewater, reclaimed water, storm water and flood control.

7. Develop a regional hydrologic model to evaluate changes in land use in the Truckee Meadows and the effect on Truckee River flood hydrology, working in conjunction with the Truckee River Flood Project.

8. Existing, ongoing water conservation projects, recommended by the RWPC:
   • Water Audit Program
   • Annual maintenance of Washoe Evapotranspiration (ET) Project
   • Certified Landscape Technician Exam Program
   • Additional projects as developed
9. Complete the RWPC-recommended projects in progress and receive the ongoing services listed below:

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<thead>
<tr>
<th>Name</th>
<th>Provider</th>
<th>Percent Complete</th>
<th>Balance Remaining</th>
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<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>
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<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>
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<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>
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<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>
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<td>Minutes for Water Planning Commission meetings</td>
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<td>Sparks TMSA/FSA Facility Plan</td>
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<td>River Construction Site Permitting Handbook &amp; Web-based Info.</td>
<td>Kennedy Jenks</td>
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Recommended intermediate- or long-term items

(SB 487 / JPA)
1. Develop an updated comprehensive plan by 2011, through the Water Planning Commission

2. Study and make recommendations to members regarding water conservation ordinances or tariffs to implement the water conservation plan and the comprehensive plan.

3. Evaluate and develop recommendations regarding the consolidation of public purveyors in the planning area as part of the comprehensive plan.

4. Plan for water resources shortage sharing among purveyors, and implement the plan with the approval of all affected entities.
(RWPC / Staff items)

5. Plan for the expansion and regional integration of reclaimed water systems and analyze legal and procedural barriers to expanded uses of reclaimed water.

6. Investigate and evaluate the water quality effects caused by septic systems in priority areas.

7. Examine the status of the science concerning climate change and consider the possible effects to the region.
Western Regional Water Commission

STAFF REPORT

DATE: May 11, 2011
TO: Chairman and Members, Western Regional Water Commission ("WRWC")
FROM: John Rhodes, WRWC Legal Counsel
SUBJECT: Discussion and possible designation of Jim Smitherman as the WRWC agent authorized to advise and instruct the Washoe County Treasurer concerning matters of the Interlocal Agreement between the WRWC and Washoe County for pooling and investment of WRWC funds; and, if approved, authorize the Chairman to sign a letter advising the Treasurer of the designation.

SUMMARY
Section 9 of the attached Interlocal Agreement between the WRWC and Washoe County, whereby the County provides investment services for the WRWC, provides that the WRWC shall advise the Washoe County Treasurer, in writing, of the name(s) and address(es) of those employee(s)/agent(s) who are authorized to advise and instruct the Treasurer concerning matters of the Agreement. Due to oversight, no written instruction was made to the Treasurer, and the treasurer has requested the WRWC to do so.

PREVIOUS ACTION
On July 9, 2009, at its regular meeting, the WRWC approved the existing Interlocal Agreement, and authorized the Chairman to execute the same.

BACKGROUND
Per the terms of the agreement, the County’s Treasurer shall invest WRWC’s monies in such securities only as authorized by NRS 355.170 and 355.171 as well as other applicable provisions of Nevada Revised Statutes and any special applicable law and in accordance with County’s investment policies, (a copy of which WRWC acknowledges receipt). Treasurer shall allocate and distribute on account for WRWC a pro rata share of any gains, losses and interest earnings in the County’s Investment Pool Fund (“Fund”) based upon the proportion of WRWC’s monies to the total value of the Fund and also based on the average cash balance in the Fund over the applicable accounting period. Any related third party charges shall likewise be allocated to WRWC. WRWC acknowledges that the County and the Treasurer utilize the services of a professional fund manager as well as a statutorily required third party custody agent and that WRWC’s pro rata share of expenses will include the fees to pay these professional managers/agents.
FISCAL IMPACT
None.

RECOMMENDATION
It is recommended that the WRWC designate Jim Smitherman, WRWC Water Resources Program Manager, as the WRWC agent authorized to advise and instruct the Washoe County Treasurer concerning matters of the Interlocal Agreement between the WRWC and Washoe County for pooling and investment of WRWC funds, and authorize the Chairman to sign a letter advising the Treasurer of the designation.

POSSIBLE MOTION
Should the Board agree with staff’s recommendation, a possible motion would be: “Move to designate Jim Smitherman, WRWC Water Resources Program Manager, as the WRWC agent authorized to advise and instruct the Washoe County Treasurer concerning matters of the Interlocal Agreement between the WRWC and Washoe County for pooling and investment of WRWC funds, and authorize the Chairman to sign a letter advising the Treasurer of the designation.”

Attachment: Interlocal Agreement
INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement ("Agreement") is entered into between Washoe County, a political subdivision of the State of Nevada, by and through its duly constituted Board of County Commissioners ("County"), and the Western Regional Water Commission, a Joint Powers Authority created pursuant to Chapter 531, Statutes of Nevada 2007, by and through its duly constituted Commission ("WRWC"), and all parties are hereafter occasionally referred to as "Party" or "the Parties."

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100;

2.2 NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform;

2.3 Pursuant to the Act, WRWC is authorized to impose and collect a fee from ratepayers receiving water service from public water purveyors in the region at a rate not to exceed 1.5% of the amount otherwise billed in order to fund the planning and administration required by the Act (Water Management Fund”); and

2.4 NRS 355.168 and 355.175 authorize the County’s Treasurer ("Treasurer") to invest by pooling any money held by the Treasurer for public agencies/local governments;

2.5 WRWC, as a “local government” under NRS 354.474, desires to deposit all or part of the Water Management Fund, and any other authorized monies, with Treasurer to be pooled with monies of the County and other “local governments” for investment in the County’s Investment Pool Fund (“Fund”); and

2.6 WRWC hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies from the Water Management Fund and other authorized sources of monies deposited by WRWC (“WRWC Monies”) in the Fund; and

2.7 The Parties wish to formalize this Agreement to set forth the terms and conditions upon which WRWC Monies shall be pooled and invested; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

3. PRIOR AGREEMENTS This Agreement cancels and supersedes, as of the date hereof, any previous agreement, whether oral or written, between County and WRWC regarding the subject of this Agreement.
4. **AUTHORIZATION TO POOL AND INVEST**  
WRWC hereby authorizes County and Treasurer, and County and Treasurer agree, to invest certain monies tendered by WRWC in the Fund pursuant to the terms and conditions hereof.

5. **IDENTIFICATION OF WRWC’S MONIES**  
WRWC will deposit certain monies with Treasurer from time to time for the purposes set forth herein.

6. **INVESTMENTS AND ALLOCATION**

6.1 Treasurer shall invest WRWC’s monies in such securities only as authorized by NRS 355.170 and 355.171 as well as other applicable provisions of Nevada Revised Statutes and any special applicable law and in accordance with County’s investment policies (a copy of which WRWC acknowledges receipt).

6.2 Treasurer shall allocate and distribute on account for WRWC a pro rata share of any gains, losses and interest earnings in the Fund based upon the proportion of WRWC’s monies to the total value of the Fund and also based on the average cash balance in the Fund over the applicable accounting period. Any related third party charges shall likewise be allocated to WRWC. WRWC acknowledges that the County and the Treasurer utilize the services of a professional fund manager as well as a statutorily required third party custody agent and that WRWC pro rata share of expenses will include the fees to pay these professional managers/agents.

7. **PROCESSING WRWC’S DEBT PAYMENTS**

7.1 In the event that WRWC deposits with Treasurer WRWC monies which are obligated under special financing, such as bonds, WRWC shall be solely responsible for monitoring the status of such special financing and determining if and when it is appropriate to call such special financing. Until WRWC advises Treasurer in writing that it is calling such special financing and directs Treasurer to cease payments, Treasurer shall process payments on such special financing on behalf of WRWC in accordance with instructions of issuance.

7.2 Treasurer may act as paying agent or select a third party paying agent to process such payments. Any charges by such a third party shall be deducted from WRWC’s monies in the Fund.

8. **REPORTING**  
The Washoe County Comptroller shall deliver to WRWC as soon as practical following the end of each quarter of each fiscal year a report revealing the Fund’s balances, earnings, losses and prorata allocations thereof to WRWC.

9. **WRWC’S AUTHORIZED AGENTS**  
WRWC shall promptly advise Treasurer in writing of the name(s) and address(es) of its employee(s)/agent(s) who is/are authorized to advise and instruct Treasurer concerning the matters of this Agreement. WRWC will also provide to Treasurer specimen signatures of the authorized employee(s)/agent(s). Treasurer shall not suffer any liability whatsoever with respect to any action taken in reliance upon any written instructions or notices which Treasurer shall, in good faith, believe to be genuine and to have
been signed by WRWC’s authorized employee(s)/agent(s).

10. WITHDRAWALS AND TERMINATION

10.1 WRWC is entitled to make partial withdrawals of its monies out of the Fund provided WRWC delivers to Treasurer written notice and specific instructions regarding said withdrawal. Treasurer shall comply therewith at the first reasonable opportunity presented by the markets and in consideration of the type of investments used in the Fund, but only so long as the Fund incurs no loss or risk to its remaining investments, and further so long as WRWC pays any penalties, losses and third-party-expense related to said withdrawal. Cash distribution shall be determined by par value of securities at liquidation, if necessary.

10.2 This Agreement may be terminated by either party upon thirty days (30) written notice or upon the enactment of any law inconsistent herewith. The value of the Fund at the expiration of said thirty (30) days shall determine the prorata value of WRWC’s monies, including earnings and losses, available to be distributed to WRWC. Notwithstanding the thirty (30) day notice, such distributions of WRWC’s monies from the Fund shall occur over that period of time which in the reasonable determination of Treasurer is necessary to protect the Fund’s other investments from risk and loss in accordance with sec. 10.1 above, not to exceed eight (8) months. The party electing to terminate this Agreement shall pay all penalties, losses and third-party-expense related to such distributions.

11. INDEMNIFICATION/HOLD HARMLESS

11.1 The Parties agree that each will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any negligent act or negligent failure to act by any of that party’s employees, agents, or servants in connection with the performance of obligations assumed pursuant to this Agreement.

11.2 Each Party further agrees, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend the each other from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents, or servants of the other.

11.3 The indemnification obligation pursuant to this section is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party’s actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney’s fees and costs for the indemnified party’s chosen right to participate with legal counsel.

11.4 W.R.W.C. agrees that it is investing at its own risk and that past performance is not an explicit guarantee for future performance. W.R.W.C. agrees to hold the County harmless from all claims, suits, actions, costs, losses, penalties, taxes and liabilities, including court costs and attorneys’ fees, arising from or related to investment performance under this Agreement.

Page 3 of 5
12. **MISCELLANEOUS PROVISIONS**

12.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

12.2 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

12.3 This Agreement may not be modified, amended, assigned, transferred, nor may any rights, obligations or duties hereunder be delegated in any respect without the written consent of the other party hereto.

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

12.5 This Agreement is made in, and shall be governed, enforced and construed under the laws of the County of Washoe and the State of Nevada. The parties consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

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

12.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of an agency party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

- **Washoe County Treasurer**
  - Administration Complex
  - 1001 East Ninth Street, Suite D 140
  - Reno, Nevada 89512

- **Western Regional Water Commission**
  - 1355 Capital Boulevard
  - Reno, Nevada 89502
  - Attention: WRWC Treasurer
7-10-09: WRWC Agenda Item 11 Attachment

Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

12.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.

12.9 This Agreement is effective upon the date the last signing party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WASHOE COUNTY

Dated this 14th day of August, 2009

By: [Signature]
David Hunke, Chairman
Board of Commissioners

WESTERN REGIONAL WATER COMMISSION

Dated this 9th day of July, 2009

By: [Signature]
Michael Carrigan, Chairman

ATTEST:

[Signature]
Washoe County Clerk

ATTEST:

[Signature]
Western Regional Water Commission

STAFF REPORT

DATE: May 11, 2011

TO: Chairman and Members, Western Regional Water Commission

FROM: John Rhodes, Legal Counsel

SUBJECT: Report on legislative activities, including Bills pending in the 2011 Nevada Legislature that may affect the Western Regional Water Commission ("WRWC") / Northern Nevada Water Planning Commission ("NNWPC")

The following report lists Bills pending in the 2011 Nevada Legislature, as of May 6, 2011, that may affect or are of interest to the WRWC and NNWPC. Pending Bills are noted with an "AB" (Assembly) or "SB" (Senate) designation. WRWC positions as to these Bills items will be presented at the WRWC meeting on May 19, 2011.

Pending Bills

Water Issues

48—207 Legislative Committee on Public Lands (NRS 218E.510)
AB115 Revises provisions governing certain notices and hearings concerning applications to appropriate water for beneficial use. (8/04/2010)

48—209 Legislative Committee on Public Lands (NRS 218E.510)
AB114 Revises the amount of the fees collected for issuing a permit to appropriate water for agricultural use. (8/04/2010)

20—243 Legislative Committee to Oversee the Western Regional Water Commission (SB 487)
AB237 Authorizes the issuance of bonds to finance loans made to provide financial assistance to persons to connect to the public water or sewer system in certain counties. (8/19/2010)

20—244 Legislative Committee to Oversee the Western Regional Water Commission (SB 487)
AB238 Allows issuance of County Bond Bank bonds for refunding of securities previously issued to an entity other than the County Bond Bank. (8/19/2010)

48—285 Senator Rhoads
SB361 Provides for temporary water use for restoration of burned areas. (8/30/2010)
48—299  Assemblyman Goicoechea  
**AB419** Revises provision relating to ground water basins. (8/31/2010)

48—312  Assemblyman Goicoechea  
**AB329** Revises provisions relating to stock water. By Request (8/31/2010)

48—360  Assemblyman Goedhart  
**AB410** Revises provisions relating to the filing of a protest to an application to appropriate water. (9/01/2010)

48—467  Water Resources, Division of-Conservation and Natural Resources  
**AB73** Clarifies provisions governing notices and the right of entry by State Engineer and staff for inspection and eliminates hearings for domestic well credit programs. (9/01/2010)

32—468  Water Resources, Division of-Conservation and Natural Resources  
**AB46** Clarifies requirements for payment of State Engineer assessments for the management of water. (9/01/2010)

48—681  Assemblywoman Kirkpatrick  
**AB422** Allows for public water agencies to lease water. (12/12/2010)

R—730  Assemblyman Elliot Anderson  
**ACR5** ACR: Provides for the study of water. (12/14/2010)

48—821  Senate Committee on Government Affairs  
**SB153** Revises provisions relating to water. (12/15/10)  
On Behalf Of the City of Caliente

45—847  Assemblywoman Bustamante Adams  
**AB167** Enacts provisions for the protection of the waters of this State from aquatic invasive species. (12/15/10)

R—895  Assemblyman Goedhart  
**AJR5** AJR: Urges the Federal Government to enter into discussions with the State of Nevada and Nye County concerning mitigation for contamination of certain waters in the State. (12/15/2010)

48—926  Senator Schneider  
**SB362** Makes various changes relating to the regulation and use of water. (12/15/2010) By Request

48—1120  Assembly Committee on Government Affairs  
**AB466** Revises provisions relating to water. (2/21/2011)
### Open Meeting Issues

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<td>19—107</td>
<td>Assemblyman Carpenter</td>
<td>Revises provisions governing the Open Meeting Law.</td>
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### Ethics Issues

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<td>23–1116</td>
<td>Senate Committee on Legislative Operations and Elections</td>
<td>Makes various changes to provisions governing ethics in government.</td>
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