

**TRUCKEE RIVER
FLOOD
MANAGEMENT
AUTHORITY**



**BOARD OF DIRECTORS
SPECIAL MEETING AND BUDGET HEARING
AGENDA BOOK**

MAY 15, 2014



TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

BOARD OF DIRECTORS NOTICE OF SPECIAL MEETING AND AGENDA

THURSDAY – MAY 15, 2014 – 9:00 A.M.

**City of Sparks Council Chambers
Legislative Building
745 Fourth Street, Sparks, Nevada**

Board Members

Ron Smith, Chair	Oscar Delgado
Vaughn Hartung, Vice Chair	Kitty Jung
Robert Cashell	Geno Martini

Pursuant to NRS 241.020, this notice has been posted at the following locations:

Washoe County Administration, 1001 East Ninth Street, Reno, Nevada
Sparks City Hall, City Clerk, 431 Prater Way, Sparks, Nevada
Reno City Hall, City Clerk, One East First Street, Reno, Nevada
Truckee River Flood Project Office, 9635 Gateway Drive, Suite A, Reno, Nevada
Truckee River Flood Project Website: <http://truckeeflood.us/140/meeting.agendas.html>

Possible Changes to Agenda Order and Timing: Discussion may be delayed on any item on this agenda and items on this agenda may be taken out of order, combined with other items and discussed or voted on as a block, removed from the agenda, moved to the agenda of another later meeting, or moved to or from the consent section. Items designated for a specified time will not be heard before that time, but may be delayed beyond the specified time.

Supporting Documents: Persons wanting a copy of any supporting materials may contact Laura Bayer at 775-850-7477 or obtain at TRFMA's offices at 9635 Gateway Drive, Suite A, Reno, NV or on the website at: http://truckeeflood.us/336/fma_agenda_w_links_to_staff_reports.html

Special Accommodations: The meeting facility is accessible to the disabled; if special accommodations are required for the meeting, call Laura Bayer at 775-850-7477, at least 48 hours before the meeting.

Public Comment; Disruption of Meeting: During the "Public Comment" periods listed below, anyone may speak pertaining to any matter that is not on the agenda or that is not listed as an action item on the agenda. Additionally, during action items, public comment will be heard on that particular item before action is taken. In either event, each speaker must fill out a "Request to Speak" form and/or submit comments for the record to the recording secretary. Public comment is limited to three minutes per person unless extended by questions or action of the Board. Comments are to be directed to the Board as a whole and not to one individual. The presiding officer may (with or without advance warning) order the removal of a person whose conduct willfully disrupts the meeting to the extent that its orderly conduct is made impractical.

1. **ROLL CALL, ESTABLISHMENT OF QUORUM, AND PLEDGE OF ALLEGIANCE**
2. **PUBLIC COMMENT** During this comment period, any person is invited to speak on any topic that is not listed as an action item on this agenda. Each speaker must fill out a Request to Speak card and must limit comments to three minutes. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on a future agenda. Those who wish to comment on an item that has been listed as an action item on this agenda may comment when that item has been opened for consideration by the Board and before action is taken.
3. **Discussion and possible action to approve an amendment to the Agreement for Professional Consulting Services with Marcus Faust, P.C. to provide for a one-year extension of the term of the Agreement to May 31, 2015 at a cost of \$144,000 plus travel expenses, and to authorize the Executive Director to execute the Agreement. (For Possible Action) by Michael Wolz, General Counsel**

Open Public Hearing

4. **PUBLIC HEARING - FISCAL YEAR 2014-2015 BUDGET (FOR POSSIBLE ACTION)**
Lori Williams, Sr. Financial Analyst

Public Hearing on the Truckee River Flood Management Authority (TRFMA) Tentative Budget for Fiscal Year 2014-2015; discussion, and possible action to adopt the proposed TRFMA Final Budget for Fiscal Year 2014-2015, as presented or with amendments.

Close Public Hearing

5. **BOARD MEMBER COMMENTS, REQUESTS AND FUTURE AGENDA ITEMS**
Possible action to approve items for future agendas.
6. **PUBLIC COMMENT** During this comment period, any person is invited to speak on any topic that is not listed as an action item on this agenda. Each speaker must fill out a Request to Speak card and must limit comments to three minutes. Action may not be taken on any matter raised during this public comment period until the matter is specifically listed on a future agenda.
7. **ADJOURNMENT**



TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

ROLL CALL FOR:

May 15, 2014

Board of Directors (Quorum = four):

- ___ Ron Smith, Chair (*City of Sparks*)
- ___ Vaughn Hartung, Vice Chair (*Washoe County*)
- ___ Robert Cashell (*City of Reno*)
- ___ Oscar Delgado (*City of Reno*)
- ___ Kitty Jung (*Washoe County*)
- ___ Geno Martini (*City of Sparks*)

End of Roll Call

Staff

- ___ Jay Aldean (*Executive Director*)
- ___ Laura Bayer (*Administrative Assistant II*)
- ___ Ed Evans (*Sr. Hydrogeologist*)
- ___ Mimi Fujii-Strickler (*Admin Services/ Government Affairs Manager*)
- ___ Danielle Henderson (*Natural Resource Manager*)
- ___ Eric Scheetz (*Licensed Engineer*)
- ___ Lori Williams (*Sr. Financial Analyst*)
- ___ Michael Wolz (*General Counsel*)



TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

BOARD OF DIRECTORS STAFF REPORT MEETING DATE: May 15, 2014

DATE: May 8, 2014

TO: Truckee River Flood Management Authority Board Members

FROM: Michael Wolz, General Counsel, TRFMA, 850-7475, mwolz@washoecounty.us

SUBJECT: **Proposed one-year extension of the Marcus Faust Agreement for Professional Consulting Services and a reduction of the monthly compensation owing under the Agreement.**

SUMMARY

It is recommended that the Board of Directors approve a second amendment to the Agreement with Marcus Faust for Professional Consulting Services that extends the term of the Agreement for one year, up to May 31, 2015, and reduces the compensation owing under the Agreement from \$17,500 per month to \$12,000 per month.

The Agreement was originally entered into on June 1, 2012 to provide lobbying services and address federal administrative, regulatory, legislative and budgetary issues. The Agreement as previously extended terminates by its terms on May 31, 2014.

PREVIOUS ACTION

Jan 2001 – Jan 2007: The Flood Project and the Washoe County Department of Water Resources shared an agreement with Marcus G. Faust, P.C. That Agreement was renewed each year.

Jan 2008 – Jan 2011: The Flood Project Coordinating Committee approved a separate contract for Marcus Faust for Congressional lobbyist services for the Flood Project which was renewed each year.

May 11, 2012: The TRFMA Board of Directors approved the Agreement for Professional Consulting Services with Marcus G. Faust, P.C.

Jun 14, 2013: The TRFMA Board of Directors Approved an Agreement to Extend the Agreement for Professional Consulting Services with Marcus G. Faust, P.C. for a one year term.

BACKGROUND

The Truckee Flood Management Authority has used Marcus Faust, P.C. for lobbying services for the last two years. Under that agreement Marcus Faust has worked closely with the Nevada Congressional Delegation, tracked new legislation, lobbied for the inclusion of key language in the pending WRDA bill,

and with his sub-consultant group Steinberg & Associates has closely monitored and consulted with the US Army Corps of Engineers.

The Truckee River Flood Management Authority continues to need lobbying services to influence the outcome of the identification of the selected alternative by the U.S. Army Corps of Engineers and to increase the likelihood that the Authority's Local Interest Plan will be included in the pending WRDA bill. Pending authorization by Congress, Mr. Faust and the sub consultant team will be necessary for the negotiation of the Project Partnership with the Corps of Engineers and the possible appropriation of Federal funding for the project. The amount of time needed for such lobbying efforts has decreased, however, and the monthly compensation has been accordingly reduced from \$17,500 per month to \$12,000.

FISCAL IMPACT

The fiscal impact of approving the Marcus Faust contract would be an amount of \$144,000 for one year (down from \$210,000), plus related expenses as outlined in the Agreement. Funds from the 1/8-cent sales tax will be used to support this contract under the Truckee River Flood Management Authority FY15 budget item for Professional Services.

RECOMMENDATION

It is recommended that the Board of Directors approve the Second Agreement to Extend Agreement for Professional Consulting Services with Marcus G. Faust, P.C. in an amount not to exceed \$144,000 plus related expenses as outlined in the Agreement.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve the Second Agreement to Extend Agreement for Professional Consulting Services with Marcus G. Faust, P.C. and authorize the Executive Director to execute the agreement."

Attachments:

Exhibit A: Second Agreement to Extend Agreement for Professional Consulting Services with Marcus G. Faust, P.C.

Exhibit B: Agreement for Professional Consulting Services with Marcus G. Faust, P.E.

MW

**SECOND AGREEMENT TO EXTEND AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES WITH
MARCUS G. FAUST, P.C.**

THIS AGREEMENT is between:

“TRFMA” Truckee River Flood Management Authority
9635 Gateway Drive, Suite A
Reno, Nevada 89521

“Consultant” Marcus G. Faust, P.C.
332 Constitution Avenue, N.E.
Washington D.C. 20002.

1. TRFMA and Consultant entered into an Agreement for Professional Consulting Services with Marcus G. Faust, P.C. (Agreement) on June 1, 2012 to provide the professional services set forth in the Scope of Services that was attached to that Agreement as Exhibit “A”.
2. Pursuant to the terms of the Agreement it terminated, unless extended or renewed by mutual agreement of the parties, no later than May 31, 2012.
3. The Agreement also provided that it could be renewed annually subject to the approval of both parties.
4. TRFMA and the Consultant extended the terms of the Agreement for one year effective on June 1, 2013 by execution of an Agreement to Extend Agreement for Professional Consulting Services with Marcus G. Faust, P.C.
5. TRFMA and Consultant desire to again extend the term of the Agreement for an additional one year term effective June 1, 2014, and to make changes to the compensation provided for in the Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 1, 2014, the date of the signatures notwithstanding.

ARTICLE 2 – TERM OF AGREEMENT EXTENDED

The Agreement for Professional Consulting Services with Marcus G. Faust, P.C. of June 1, 2012 is hereby extended for one year commencing on June 1, 2014 and shall terminate on May 31, 2015, unless the parties otherwise agree to an additional one year extension pursuant to paragraph 4.2 of the Agreement.

ARTICLE 3 – ADJUSTMENT TO COMPENSATION

Paragraph 3.1 of the Agreement for Professional Consulting Services with Marcus G. Faust, P.C. of June 1, 2012 shall be amended to read: “For Services defined in Article 2, Consultant’s compensation shall be a \$12,000.00 per month retainer plus certain expenses, in accordance with the fee schedule described in Exhibit B, and which is attached hereto and incorporated by reference as part of the Agreement.”

Paragraph I.A. of Exhibit B to the Agreement for Professional Consulting Services with Marcus G. Faust, P.C. of June 1, 2012 shall be amended to read: “In consideration for the services to be performed by Marcus G. Faust, P.C., annually from the date of this Agreement, TRFMA agrees to pay Marcus G. Faust, P.C. a monthly retainer of \$12,000.00 for professional services.”

ARTICLE 4 – OTHER TERMS UNCHANGED

All other terms and provisions of the Agreement shall remain unchanged and are not amended by this Second Agreement to Extend Agreement for Professional Consulting Services.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSULTANT

By: Marcus G. Faust
Marcus G. Faust, President
Marcus G. Faust, P.C.

Date: _____

TRFMA

By: _____
Jay Aldean, Executive Director
Truckee River Flood Management Authority

Date: _____

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is between:

“TRFMA” The County of Washoe, for in behalf of the
Truckee River Flood Management Authority
9390 Gateway Drive, Suite 230
Reno, Nevada 89521-8900

“Consultant” Marcus G. Faust, P.C.
332 Constitution Avenue, N.E.
Washington D.C. 20002.

WITNESSETH:

WHEREAS; The County of Washoe, for and in behalf of the Truckee River Flood Management Authority (TRFMA) desires to engage Consultant to render certain professional services in order to address federal administrative, regulatory, legislative, and budgetary issues that would affect TRFMA’s program for the management of floodplains or the prevention of floods in the Truckee Meadows (hereinafter referred to as “Issues”); and,

WHEREAS; it is necessary to have Congressional and federal agency involvement in order to successfully address these issues; and,

WHEREAS; the professional services (hereinafter referred to as the “Services”) to be provided by the Consultant include governmental representation with the United States Congress and federal agencies in Washington, D.C.; and,

WHEREAS; Consultant represents that he is duly qualified, ready, willing and able to provide said Services by virtue of education, training and experience;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be June 1, 2012.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

2.1 Scope of Services

Consultant shall perform professional services as described in Exhibit "A", Scope of Services, which is attached hereto and incorporated by reference as part of the Agreement.

2.2 Subconsultants and Subcontractors

Consultant shall have the ability to select subconsultants or subcontractors, provided, however, that prior to the performance of any services under such subcontract Consultant shall obtain approval from TRFMA of all subconsultants and all subcontractors who will perform work under this Agreement.

2.3 Responsibility for Subconsultants and Subcontractors

Notwithstanding approval by the TRFMA, no subconsultant or subcontractor shall be deemed to be in contractual privity with the TRFMA. Consultant shall be responsible for the competency of services performed and goods or products provided by the Consultant's subconsultants and subcontractors and shall assure that their work complies with all requirements of the Agreement.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Article 2, Consultant's compensation shall be \$17,500.00 per month retainer plus certain expenses, in accordance with the fee schedule described in Exhibit "B", and which is attached hereto and incorporated by reference as part of the Agreement.

3.2 Methods and Times of Payment

Consultant shall submit monthly billings to TRFMA for the retainer amount and expenses together with invoices or receipts for expenses incurred. Payment to Consultant for work on the Services shall be made within forty-five (45) days after receipt of Consultant's bill and invoices as indicated above.

ARTICLE 4 – TERM OF AGREEMENT; RENEWALS

4.1. This Agreement shall be for a term of one year beginning June 1, 2012, provided however, that either party may terminate this Agreement per Article 9.

4.2. This Agreement may be renewed annually subject to the approval of both parties, it being understood and agreed that upon each annual renewal, the retainer fees would increase only by an amount commensurate with the change in the All Urban Consumer Price Index (CPI-U) published by the U.S. Bureau of Labor Statistics over the previous year. Renewals shall be accomplished by amendment to this Agreement (which amendment must be approved by TRFMA's Board) extending the term and adjusting the fees and expenses.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no cost to TRFMA, re-perform services which fail to satisfy the foregoing standard of care. This warranty is in lieu of all others, either expressed or implied; however, this in no way shall be construed to affect or impact the indemnification/hold harmless provisions attached hereto.

ARTICLE 6 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. TRFMA shall have no right to supervise the methods used by Consultant. TRFMA shall have the right to observe such performance. Consultant shall work closely with TRFMA in determining the scope of Services and assignments under this Agreement. Nothing in this Agreement shall be construed to imply or create a partnership, joint venture, or other business association, or create an employer-employee or principal-agent relationship, or to otherwise create any liability for TRFMA whatsoever with respect to the indebtedness, liabilities, and obligations of Consultant. Consultant shall be solely liable for, and TRFMA shall have no obligation with respect to (i) the payment or withholding of any federal (including FICA and Medicare) or state income taxes or fees, (ii) providing industrial insurance coverage to any person who performs work in furtherance of this Agreement (except TRFMA employees), (iii) participation in any group insurance plans, retirement plans or any other employee benefit or compensation plans available to TRFMA employees, (iv) unemployment compensation or insurance.

ARTICLE 7 - PERMITS AND LICENSES; COMPLIANCE WITH LAW

7.1 Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services, and shall comply with all the requirements of all applicable state and local laws.

7.2 In connection with the performance of work under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

ARTICLE 8 – TRFMA’S RESPONSIBILITY

TRFMA shall provide any information in its possession that is requested by Consultant and is necessary to perform the Services. TRFMA shall examine all studies, reports, proposals, and other documents presented by the Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

ARTICLE 9 – SUSPENSION OR TERMINATION OF AGREEMENT

9.1 Termination This Agreement may be terminated without cause by either party upon thirty days' written notice. During the 30-day notice period each party shall fully perform its obligations hereunder. Either party may terminate this Agreement immediately in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon termination by either party, with or without cause, TRFMA will pay the pro-rata retainer fees plus expenses incurred up through the termination date, subject to offset for damages, if any, caused by breach of the Consultant.

9.2 Suspension for the convenience of TRFMA.

TRFMA may, on seven days written notice, temporarily suspend Consultant's and TRFMA's obligations hereunder provided that, for each such suspension, TRFMA shall (i) pay a suspension fee of \$2,000 upon giving the notice, (ii) pay all pro rata fees and expenses incurred up to the beginning of the suspension period, and (iii) pay out of pocket expenses incurred by Consultant during the period of suspension.

ARTICLE 10 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by TRFMA to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of TRFMA or in response to legal process or as required by the regulations of public entities.

ARTICLE 11 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Consultant:
Marcus G. Faust, P.C.
332 Constitution Avenue, N.E.
Washington, D.C. 20002

To TRFMA:
Mimi Fujii-Strickler,
Administrative Services & Government Affairs Manager
Truckee River Flood Management Authority
9300 Gateway Drive, Suite 230
Reno, NV 89521

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and TRFMA.

ARTICLE 12 - UNCONTROLLABLE FORCES

Neither TRFMA nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either TRFMA or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or TRFMA to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Nevada. Any action brought to enforce any term or provision of this Agreement shall be brought in a court of competent jurisdiction of the State of Nevada.

ARTICLE 14 - MISCELLANEOUS

14.1 Non-waiver

A waiver by either TRFMA or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

14.3 Time of Essence

Time is of the essence in notifying TRFMA about upcoming legislation or hearings, or possible administrative or budget actions that may require testimony or meetings with legislative or administrative officials.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the parties, the terms of this Agreement shall control.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

TRFMA and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, permitted assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 17 ASSIGNMENT AND NOVATION

17.1 The parties agree that the County of Washoe may assign and delegate its rights and obligations to the Truckee River Flood Management Authority without further approval from Consultant. The County of Washoe will provide written notice of the assignment to Consultant.

17.2 Consultant agrees that upon notice of assignment of this Agreement and payment of all sums due from County as of the date of the assignment, the assignment shall be deemed a novation and County is discharged from all duties and responsibilities under this Agreement and that all rights, duties and obligations shall inure to the Truckee River Flood Management Authority.

17.3 Accept as provided elsewhere in this Article, neither TRFMA nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other which consent may be withheld for any reason, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 18 - THIRD PARTY RIGHTS

18.1 Nothing herein shall be construed to give any rights or benefits to anyone other than TRFMA and Consultant.

18.2 TRFMA shall not be obligated or liable under this Agreement to any party other than Consultant, including but not limited to any subconsultant or subcontractor.

ARTICLE 19 - INDEMNIFICATION, INSURANCE, AND ARBITRATION

19.1 Consultant agrees to provide the insurance required and the parties mutually agree to hold each other harmless and indemnify the other as provided in Attachment C, which is incorporated by reference herein. The parties further agree to arbitrate disputes as provided in Attachment C herein except that such arbitration shall be conducted in accordance with the Uniform Arbitration Act of 2000, NRS Chapter 38.

19.2 Consultant agrees to hold harmless, indemnify and defend the TRFMA for any and all claims, demands, defense costs or liabilities arising from any dispute arising between Consultant and any subconsultant or subcontractor in regard to any contract or agreement between them, including but not limited to any disputes as to amounts owing under any such contract.

ARTICLE 20 – FUNDING OUT CLAUSE

Pursuant to NRS 244.320, in the event the TRFMA fails to appropriate budget funds specifically for the purpose of this Agreement for Professional Consulting Services, in any subsequent fiscal year after the effective date of the Agreement, Consultant hereby agrees to cancel this Agreement and hold the TRFMA harmless from any penalty, charge or sanction. The TRFMA agrees to provide written notice to Consultant of this eventuality, should it occur.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONSULTANT

By: Marcus M. Faust
Marcus G. Faust, President
Marcus G. Faust, P.C.

Date: MAY 8, 2012

AUTHORITY

By: [Signature]
Ron Smith, Chair
Truckee River Flood Management Authority

Date: 5.11.12

WASHOE COUNTY

For the benefit of the Truckee River Flood Management Project

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

Date _____

ATTEST:

By _____
County Clerk

Date _____

EXHIBIT A

I. SCOPE OF SERVICES:

A. **Services**

The Consultant shall provide Lobbying services, which shall include but not be limited to:

- Assist with development of strategy for working with the Corps,
- Assist with implementation of strategy for working with the Corps,
- Work with the Corps on cost share, policy and procedural issues,
- Work with the Corps to ensure prioritization of Flood Project,
- Assist with annual funding of Federal portion of Flood Project budget,
- Other Lobbyist Coordination,
- Provide miscellaneous items.

B. **Development of Strategy**

Work closely with the TRFMA Project Team, the Corps of Engineers, including District, Division, Headquarters, and the Assistant Secretary of the Army's offices, during the project formulation process to develop strategy to enhance the likelihood that the plan supported by the community is approved through the Corps' process with the most favorable cost-sharing commitment.

C. **Implement Strategy**

Work closely in connection with the TRFMA Project Team, the Corps of Engineers, including District, Division, Headquarters, and the Assistant Secretary of the Army's offices, Congress and other departments of the Executive branch of government during the project formulation process to implement devised strategy.

D. **Policy and Procedures**

Work with the Corps' of Engineers decision-makers to address policy, cost-sharing and procedural issues as the project moves through approvals towards authorization. Coordinate closely with the project Team and the Corps to help negotiate best terms for the local sponsor in all agreements with the Corps including but not limited to design agreements, cost share agreements and the Project Partnership Agreement (PPA). Monitor new legislation, policies and procedures by the Corps for applicability and use for the Flood Project.

E. Prioritization of Project

Work with the TRFMA Project Team and the Corps to ensure the Flood Project receives priority attention within the Corps' system to increase chances for success. Directly or through an independent consultant retained pursuant to Article 17, advocate on behalf of TRFMA with the Corps of Engineers, including District, Division, Headquarters, and the Assistant Secretary of the Army's office, during TRFMA formulation process to ensure to the maximum extent possible that TRFMA plan supported by the community is approved through the Corps' process with equitable cost-sharing including;

- Work with the Corps' of Engineers decision-makers to address policy, cost-sharing and procedural issues as TRFMA moves through approvals towards Project reauthorization.
- Work with TRFMA Team and the Corps to ensure the Truckee River Flood Management Authority receives priority attention within the Corps' system to increase chances for success.
- Coordinate closely with TRFMA Team and the Corps to help negotiate best terms for the local sponsor in all agreements with the Corps including the design agreement and the Project Cooperation Agreement.

F. Annual Federal Project Budget

Work with Nevada's Congressional Delegation, the Corps of Engineers, including District, Division, Headquarters, and the Assistant Secretary of the Army's office to develop funding capability estimates and identify funding potential for annual study funding needs. Ensure that the federally appropriated funds continue to flow to the project.

G. Other Lobbyist Coordination

Coordinate closely with Washoe County's and the Cities of Reno and Sparks', other federal lobbyists on Flood Project matters with regard to appropriations and authorization issues, including, where appropriate, the contracting with subconsultant with the approval of the TRFMA as provided for the Agreement for Professional and Consulting Services.

H. Monthly Report

Consultant shall provide a monthly written report to the TRFMA summarizing the work performed by Consultant and any subconsultants and making recommendations for future actions.

I. Miscellaneous Services

Provide office and administrative support services to TRFMA personnel while in Washington DC. Travel as may be necessary and authorized specifically by the Executive Director of the Truckee River Flood Management Authority.

EXHIBIT B

I. Fee Schedule

A. Retainer. In consideration for the services to be performed by Marcus G. Faust, P.C., annually from the date of this Agreement, TRFMA agrees to pay Marcus G. Faust, P.C. a monthly retainer of \$17,500.00 for professional services. .

B. Expenses. Authority agrees to reimburse Consultant for actual and reasonable costs for:

- Travel and airfare*
- Meals and entertainment directly related to the representation of TRFMA
- Copying and office supplies
- Telephone and communication expenses
- Costs of providing meeting rooms and support for TRFMA employees.

*These expenses must be approved in advance by the Executive Director of the Truckee River Flood Management Authority.

Exhibit C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR CONSULTANT LOBBYING SERVICES

INDEMNIFICATION

CONSULTANT Liability

As respects acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless TRFMA, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

CONSULTANT further agrees to defend TRFMA and assume costs, expenses and liabilities of any nature to which TRFMA may be subjected as a result of any claim, demand, action or cause of action to the extent arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their CONSULTANT services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at TRFMA'S option), and hold harmless TRFMA, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of TRFMA.

In determining the nature of the claim against TRFMA, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against TRFMA.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by TRFMA. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of TRFMA to make any payment under this Agreement to provide TRFMA with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT shall so notify TRFMA in writing prior to the signing of any agreement. TRFMA reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

Rev. 12/14/09 (a:\MarcusFaust.doc)

MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of TRFMA, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.



**BOARD OF DIRECTORS
STAFF REPORT
MEETING DATE: May 15, 2014**

DATE: May 6, 2014

TO: Flood Management Authority Board Members

THROUGH: Jay Aldean, Executive Director, Truckee River Flood Management Authority, 775-850-7470, jaldean@washoecounty.us

FROM: Lori Williams, Sr. Financial Analyst, Truckee River Flood Management Authority, 775-850-7471, lwilliams@washoecounty.us

SUBJECT: PUBLIC HEARING ON THE FY14-15 TENTATIVE BUDGET FOR THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY; ADOPTION OF THE TRFMA FINAL FY 14-15 BUDGET

SUMMARY

Staff has developed a final budget for fiscal year 2014-2015 for Truckee River Flood Management Authority's (TRFMA) General Fund and Capital Projects Fund consisting of revenues and expenditures including supplies and services 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.

PREVIOUS ACTION

Friday, March 14, 2014 Lori Williams, Sr. Financial Analyst, presented TRFMA operation concepts and budget data based on estimated year end projections for the current fiscal year. The report was unanimously accepted by the Board.

Friday, April 11, 2014 Lori Williams, Senior Financial Analyst, presented tentative budget information including projected revenue, payroll expenditures for staff, other costs and fund balance allocations. The Board of Directors unanimously approved the budget.

BACKGROUND

TRFMA was required to submit a tentative budget to the Nevada State Department of Taxation on or before April 15, and to adopt a final budget after holding a public hearing on the third Thursday or Friday in May. The tentative budget, as approved by the Board on April 11, 2014, was filed with the Department of Taxation in a timely manner. It is anticipated that a letter from the Department of Taxation will soon be received stating that the document meets all state requirements (copy to be distributed under separate cover once available).

Since the April meeting, the following changes have been made to the tentative General Fund budget:

Net Sales Tax – Washoe County Distribution	reduced \$ 76,000	Washoe County reduced growth from 4.7% to 3.1%; TRFMA followed suit with a drop in growth rate from 5% to 4%.
Employee Benefits	reduced \$ 8,055	to match Washoe County's estimate
Professional Services	increased \$250,000	for consulting engineers
Bank Service Charges	increased \$ 65	possible lower credit on balance

As a result, the General Fund ending fund balance is reduced by \$318,010, to \$6,101,688.

No changes were made to the Capital Projects Fund budget.

The attached final budget is provided to the TRFMA Board of Directors for discussion and possible adoption.

FISCAL IMPACT

The proposed fiscal year 2014-2015 budget for the General Fund and Capital Projects Fund provides for \$5,628,100 in revenues net of debt service withholding for Washoe County-TRFMA obligations and \$11,854,800 in expenditures.

General Fund Budget expenditures totaling \$5,521,300 includes \$1,147,400 for reimbursement to Washoe County for payroll related to 6 full time staff, one general counsel, and one executive director and \$4,373,900 for Supplies and Services expenditures. Also budgeted is a transfer to the Capital Projects Fund of \$6,200,000. The General Fund is projected to have an ending fund balance of \$6,101,688.

The Capital Projects Fund is budgeted to expend \$6,333,500 for TRFMA projects for potential home elevation work, construction of the Virginia Street Bridge and the North Truckee Drain and clearing TRFMA property. This fund is budgeted to have an ending fund balance of \$28,769.

RECOMMENDATION

Staff recommends the adoption and certification of the TRFMA Final Budget (attached) for fiscal year 2014-2015 and direction to staff to transmit a copy of the budget to the Nevada Tax Commission, together with an affidavit of proof of publication of the notice of the public hearing in accordance with law.

LW:ja

Attachments: FY14-15 Final Budget to State of Nevada
Detailed FY14-15 Budget
Copy of Public Notice



STATE OF NEVADA
DEPARTMENT OF TAXATION

Web Site: http://tax.state.nv.us
1550 College Parkway, Suite 115
Carson City, Nevada 89706-7937
Phone: (775) 684-2000 Fax: (775) 684-2020

RENO OFFICE
4600 Kietzke Lane
Building L, Suite 235
Reno, Nevada 89502
Phone: (775) 687-9999
Fax: (775) 688-1303

BRIAN SANDOVAL
Governor
ROBERT R. BARENGO
Chair, Nevada Tax Commission
CHRISTOPHER G. NIELSEN
Executive Director

LAS VEGAS OFFICE
Grant Sawyer Office Building, Suite 1300
555 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 486-2300 Fax: (702) 486-2373

HENDERSON OFFICE
2550 Paseo Verde Parkway, Suite 180
Henderson, Nevada 89074
Phone: (702) 486-2300
Fax: (702) 486-3377

Nevada Department of Taxation
1550 College Parkway, Suite 115
Carson City, NV 89706-7937

Truckee River Flood Management Authority herewith submits the (TENTATIVE) --- (FINAL) budget for the
fiscal year ending June 30, 2015

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 2 governmental fund types with estimated expenditures of \$ 11,854,800 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

APPROVED BY THE GOVERNING BOARD

I, Lori Williams
(Printed Name)
Sr. Financial Analyst
(Title)

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

Signed

Dated: May 15, 2014

Signature lines for the governing board approval.

SCHEDULED PUBLIC HEARING:

Date and Time Thursday, May 15, 2014 at 9:00 am

Publication Date Wednesday, May 7, 2014

Place: Sparks City Council Chamber, 745 Fourth Street, Sparks, Nevada

Truckee River Flood Management Authority

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FULL TIME EQUIVALENT EMPLOYEES BY FUNCTION

	ACTUAL PRIOR YEAR ENDING 06/30/13	ESTIMATED CURRENT YEAR ENDING 06/30/14	BUDGET YEAR ENDING 06/30/15
General Government	0	0	0
Judicial			
Public Safety			
Public Works			
Sanitation			
Health			
Welfare			
Culture and Recreation			
Community Support			
TOTAL GENERAL GOVERNMENT			
Utilities			
Hospitals			
Transit Systems			
Airports			
Other			
TOTAL	0	0	0

POPULATION (AS OF JULY 1)	425,930	432,432	445,185
SOURCE OF POPULATION ESTIMATE*	Washoe County Consensus Forecast, 2012-2032 - May 2012		
Assessed Valuation (Secured and Unsecured Only)			
Net Proceeds of Mines			
TOTAL ASSESSED VALUE			
TAX RATE			
General Fund			
Special Revenue Funds			
Capital Projects Funds			
Debt Service Funds			
Enterprise Fund			
Other			
TOTAL TAX RATE	0.0000%	0.0000%	0.0000%

* 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.

Truckee River Flood Management Authority
(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, 2015

Budget Summary for Truckee River Flood Management Authority
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS FUND NAME	BEGINNING FUND BALANCES (1)	CONSOLIDATED TAX REVENUE (2)	PROPERTY TAX REQUIRED (3)	TAX RATE (4)	OTHER REVENUE (5)	OTHER FINANCING SOURCES OTHER THAN TRANSFERS IN (6)	OPERATING TRANSFERS IN (7)	TOTAL (8)
General	12,203,388	-	-	0.0000%	5,619,600	-	-	17,822,988
Capital Projects	153,769	-	-	0.0000%	8,500	-	6,200,000	6,362,269
DEBT SERVICE	-	-	-	0.0000%	-	-	-	-
Subtotal Governmental Fund Types, Expendable Trust Funds	12,357,157	-	-	0.0000%	5,628,100	-	6,200,000	24,185,257
PROPRIETARY FUNDS	-	-	-	0.0000%	-	-	-	-
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	XXXXXXXXXX				XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Subtotal Proprietary Funds	XXXXXXXXXX	-	-	0.0000%	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL ALL FUNDS	XXXXXXXXXX	-	-	0.0000%	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

SCHEDULE A-1 ESTIMATED EXPENDITURES AND OTHER FINANCING USES

Budget For Fiscal Year Ending June 30, 2015

Budget Summary for Truckee River Flood Management Authority
(Local Government)

GOVERNMENTAL FUNDS AND EXPENDABLE TRUST FUNDS FUND NAME	*	SALARIES AND WAGES (1)	EMPLOYEE BENEFITS (2)	SERVICES, SUPPLIES AND OTHER CHARGES ** (3)	CAPITAL OUTLAY *** (4)	CONTINGENCIES AND USES OTHER THAN OPERATING TRANSFERS OUT (5)	OPERATING TRANSFERS OUT (6)	ENDING FUND BALANCES (7)	TOTAL (8)
General	-	834,800	312,600	4,373,900	-	-	6,200,000	6,101,688	17,822,988
Capital Projects	C	-	-	5,883,500	450,000	-	-	28,769	6,362,269
TOTAL GOVERNMENTAL FUND TYPES AND EXPENDABLE TRUST FUNDS		834,800	312,600	10,257,400	450,000	-	6,200,000	6,130,457	24,185,257

* FUND TYPES: R - Special Revenue
C - Capital Projects
D - Debt Service
T - Expendable Trust

Salaries and Benefits are duplicated in Washoe County's Report

** Include Debt Service Requirements in this column

*** Capital Outlay must agree with CIP.

REVENUES	(1)	(2)	(3) (4) BUDGET YEAR ENDING 06/30/15	
	ACTUAL PRIOR YEAR ENDING 6/30/2013	ESTIMATED CURRENT YEAR ENDING 6/30/2014	TENTATIVE APPROVED	FINAL APPROVED
Distribution of Assets				
from Washoe County	4,394,150	-	-	
Distribution of Revenue				
from Washoe County	4,675,097	5,184,762	5,485,000	
Other Revenue				
Interest Income	(40,419)	267,436	100,000	
Rental Income	46,601	32,351	30,100	
Miscellaneous Other	283,728	5,501	4,500	
Subtotal	9,359,157	5,490,050	5,619,600	
OTHER FINANCING SOURCES (specify)				
Operating Transfers In (Schedule T)				
BEGINNING FUND BALANCE	17,497,400	14,822,505	12,203,388	
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	17,497,400	14,822,505	12,203,388	
TOTAL AVAILABLE RESOURCES	26,856,557	20,312,555	17,822,988	

Truckee River Flood Management Authority
(Local Government)

SCHEDULE B Revenues, Other Sources and Fund Balance
Fund General

EXPENDITURES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/15	
	ACTUAL PRIOR YEAR ENDING 6/30/2013	ESTIMATED CURRENT YEAR ENDING 6/30/2014	TENTATIVE APPROVED	FINAL APPROVED
Public Safety				
Salaries and Wages	868,866	905,246	834,800	
Benefits	330,048	375,403	312,600	
Supplies and Services	6,046,525	2,928,518	4,373,900	
Capital Outlay	288,613			
Subtotal	7,534,052	4,209,167	5,521,300	
OTHER USES				
CONTINGENCY (not to exceed 3% of Total Expenditures)				
Operating Transfers Out (Schedule T)				
To Capital Projects Fund	4,500,000	3,900,000	6,200,000	
ENDING FUND BALANCE	14,822,505	12,203,388	6,101,688	
TOTAL COMMITMENTS & FUND BALANCE	26,856,557	20,312,555	17,822,988	

Truckee River Flood Management Authority
 (Local Government)

SCHEDULE B Expenditures, Other Uses & Fund Balance

Fund General

Salaries and Benefits are duplicated in Washoe County's Report

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/15	
	ACTUAL PRIOR YEAR ENDING 6/30/2013	ESTIMATED CURRENT YEAR ENDING 6/30/2014	TENTATIVE APPROVED	FINAL APPROVED
Reimbursements	5,486	59,581	8,500	
Federal Grant	46,422			
Subtotal	51,908	59,581	8,500	
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
From General Fund	4,500,000	3,900,000	6,200,000	
BEGINNING FUND BALANCE	-	2,018,319	153,769	
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	-	2,018,319	153,769	
TOTAL RESOURCES	4,551,908	5,977,900	6,362,269	
EXPENDITURES				
Supplies and Services	2,489,485	5,818,336	5,883,500	
Capital Projects	44,104	5,795	450,000	
Subtotal	2,533,589	5,824,131	6,333,500	
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Operating Transfers Out (Schedule T)	-	-	-	
ENDING FUND BALANCE	2,018,319	153,769	28,769	
TOTAL COMMITMENTS & FUND BALANCE	4,551,908	5,977,900	6,362,269	

Truckee River Flood Management Authority

(Local Government)

SCHEDULE B Summary - Sources, Uses and Fund Balance

FUND Capital Projects

ALL EXISTING OR PROPOSED
 GENERAL OBLIGATION BONDS, REVENUE BONDS,
 MEDIUM-TERM FINANCING, CAPITAL LEASES AND
 SPECIAL ASSESSMENT BONDS

* - Type
 1 - General Obligation Bonds
 2 - G.O. Revenue Supported Bonds
 3 - G.O. Special Assessment Bonds
 4 - Revenue Bonds
 5 - Medium-Term Financing

6 - Medium-Term Financing - Lease Purchase
 7 - Capital Leases
 8 - Special Assessment Bonds
 9 - Mortgages
 10 - Other (Specify Type)
 11 - Proposed (Specify Type)

(1) NAME OF BOND OR LOAN List and Subtotal By Fund	(2) *	(3) TERM	(4) ORIGINAL AMOUNT OF ISSUE	(5) ISSUE DATE	(6) FINAL PAYMENT DATE	(7) INTEREST RATE	(8) BEGINNING OUTSTANDING BALANCE 7/1/2015	(9) REQUIREMENTS FOR FISCAL YEAR ENDING 06/30/15		(11) (9)+(10) TOTAL
								INTEREST PAYABLE	PRINCIPAL PAYABLE	
FUND							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
							\$	\$	\$	\$
TOTAL ALL DEBT SERVICE							\$	\$	\$	\$

NONE TO REPORT

SCHEDULE C-1 - INDEBTEDNESS

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
GENERAL FUND				Capital Projects	7	6,200,000
SUBTOTAL			-			6,200,000
SPECIAL REVENUE FUNDS						
SUBTOTAL			-			-

Truckee River Flood management Authority
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
CAPITAL PROJECTS FUND	General	8	6,200,000			
SUBTOTAL			6,200,000			-
EXPENDABLE TRUST FUNDS						
SUBTOTAL			-			-
DEBT SERVICE						
SUBTOTAL			-			-

Truckee River Flood Management Authority
 (Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

TRANSFERS IN				TRANSFERS OUT		
FUND TYPE	FROM FUND	PAGE	AMOUNT	TO FUND	PAGE	AMOUNT
ENTERPRISE FUNDS						
SUBTOTAL			-			-
INTERNAL SERVICE						
SUBTOTAL			-			-
RESIDUAL EQUITY TRANSFERS						
SUBTOTAL			-			-
TOTAL TRANSFERS			6,200,000			6,200,000

Truckee River Flood Management Authority
(Local Government)

SCHEDULE T - TRANSFER RECONCILIATION

LOBBYING EXPENSE ESTIMATE

Pursuant to NRS 354.600 (3), **each** (emphasis added) local government budget must obtain a separate statement of anticipated expenses relating to activities designed to influence the passage or defeat of legislation in an upcoming legislative session.

Nevada Legislature: 78th Session; February 2, 2015 to June 1, 2015

1. Activity:	<u>For interests related to TRFMA's future rates, rate collection and/or billing process</u>	
2. Funding Source:	<u>General Fund</u>	
3. Transportation		\$ <u>250</u>
4. Lodging and meals		\$ <u>-</u>
5. Salaries and Wages		\$ <u>-</u>
6. Compensation to lobbyists		\$ <u>50,000</u>
7. Entertainment		\$ <u>-</u>
8. Supplies, equipment & facilities; other personnel and services spent in Carson City		\$ <u>19,750</u>
Total		\$ <u><u>70,000</u></u>

Entity: Truckee River Flood Management Authority

Budget Year 2014-2015

Page: 13

Form 30
11/1/2013

**Schedule of Existing Contracts
Budget Year 2014-2015**

Local Government: Truckee River Flood Management Aut
Contact: Lori Williams
E-mail Address: lwilliams@washoecounty.us
Daytime Telephone: 775-850-7471

Total 19

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Proposed Expenditure FY 2014-15	Proposed Expenditure FY 2015-16	Reason or need for contract:
1	Charter	5/13/2013		18,600	19,500	Internet & Network Services
2	City of Reno	10/1/2014		3,000,000	3,650,000	Construction of Virginia Street Bridge
3	City of Sparks	10/15/2013		2,375,000	-	Construction of North Truckee Drain
4	Financial Consulting Solution Group	12/21/2012		29,771	-	Rate Study
5	HDR Engineering	12/821/12		400,000	-	Engineering Services - LIP
6	HDR Engineering	9/14/2012		100,747	-	Engineering Services - LRP
7	Integra	4/8/2013		5,000	5,000	Telephone Service
8	Interpretive Gardens	3/20/2013		4,000	-	Landscape Services
9	Kaempfer Crowell	11/9/2010		46,928	-	Legal Counsel, Rate Review
10	Kafoury Armstrong	3/19/2014		7,500	-	CPAs, Annual Financial Report
11	Kimley Horn	11/8/2013		100,000	-	Hydrology Model
12	LJ Capital	4/13/2013		66,200	70,000	Office Space Lease
13	Marcus Faust	5/15/2014		155,000	150,000	Federal Lobbyist
14	Michael Chapman	11/17/2010		50,000	50,000	Legal Counsel, Land Matters
15	Qual-Econ USA	5/15/2014		6,500	7,000	Custodial Services
16	Reno Green Landscaping	1/14/2014		10,000	11,000	Landscape Services
17	RVA Corp	8/10/2012		5,000	-	Technical Writer
18	USGS	6/12/2014		95,000	95,000	Flood Monitoring Services & Software
19	Washoe County Treasurer	4/11/2014		123,800	123,800	Support Service
20	Total Proposed Expenditures			6,599,046	4,181,300	

Additional Explanations (Reference Line Number and Vendor):

**Schedule of Privatization Contracts
Budget Year 2014-2015**

Local Government: Truckee River Flood Management Authority
Contact: Lori Williams
E-mail Address: williams@washoecounty.us
Daytime Telephone: 775-850-7471

Total Number of Privatization Contracts: _____ 0

Line	Vendor	Effective Date of Contract	Termination Date of Contract	Duration (Months/ Years)	Proposed Expenditure FY 2014-15	Proposed Expenditure FY 2015-16	Position Class or Grade	Number of FTEs employed by Position Class or Grade	Equivalent hourly wage of FTEs by Position Class or Grade	Reason or need for contract:
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11	Total									

NONE TO REPORT

**Truckee River Flood Management Project
Tentative Budget, Summary
FY 2015**

	FY 2014 Budget	Actual as of February 28, 2014	FY 2014 Estimated Actual	FY 2015 Budget
General Fund				
Beginning Fund Balance	\$ 13,689,800	\$ 14,822,505	\$ 14,822,505	\$ 12,203,388
Net Sales Tax - Washoe County	4,827,900	3,587,048	5,184,762	5,485,000
Investment Income	100,000	176,235	267,436	100,000
Reimbursements	4,500	5,501	5,501	4,500
Rental Income	39,100	18,601	32,351	30,100
Total Revenues	4,971,500	3,787,385	5,490,050	5,619,600
Salaries and Wages	908,000	630,380	905,246	834,800
Employee Benefits	342,800	273,946	375,403	312,600
Services and Supplies	3,908,200	1,772,975	2,928,518	4,373,900
Transfer Out - to Capital Projects Fund	7,450,000	500,000	3,900,000	6,200,000
Total Expenditures and Other Uses	12,609,000	3,177,301	8,109,167	11,721,300
Fiscal Year Net Change	(7,637,500)	610,084	(2,619,117)	(6,101,700)
Ending Fund Balance	\$ 6,052,300	\$ 15,432,589	\$ 12,203,388	\$ 6,101,688
Capital Projects Fund				
Beginning Fund Balance	\$ 705,750	\$ 2,018,319	\$ 2,018,319	\$ 153,769
Interest Income and Reimbursements	12,925	48,259	59,581	8,500
Transfer In - from Fund General Fund	7,450,000	500,000	3,900,000	6,200,000
Total Revenues and Other Sources	7,462,925	548,259	3,959,581	6,208,500
Tenant Relocation	70,000	15,184	20,184	-
Hidden Valley Home Elevation Program	200,000	-	-	500,000
RSIC Levee/Floodwall Project	24,775	1,091	11,321	8,500
Virginia Street Bridge	900,000	550,457	1,811,810	3,000,000
Tracy Power Plant	1,000,000	1,500,021	1,500,021	-
McCarran Reclaimed Water Stubout	100,000	10,428	100,000	-
North Truckee Drain Construction	4,750,000	-	2,375,000	2,375,000
Demolition	150,000	5,795	5,795	450,000
Unallocated	900,000	-	-	-
Total Expenditures	8,094,775	2,082,976	5,824,131	6,333,500
Fiscal Year Net Change	(631,850)	(1,534,717)	(1,864,550)	(125,000)
Ending Fund Balance	\$ 73,900	\$ 483,602	\$ 153,769	\$ 28,769
Total Fund Balance - General and Capital Funds	\$ 6,126,200	\$ 15,916,191	\$ 12,357,157	\$ 6,130,457

Truckee River Flood Management Authority
Tentative Budget - General Fund
FY 2015

	<-----as of 2/28/14----->				FY 2014		FY 2015
	FY 2014 Budget	Actual	Encumbered	Actual + Encumbered	Estimated Jan- June '14	Estimated Actual	Budget
Beginning Fund Balance	\$13,689,800	\$14,822,505				\$14,822,505	\$12,203,388
Revenues							
4200 Infrastructure Tax	4,827,900	3,587,048	-	3,587,048	1,597,714	5,184,762	5,485,000
4400-4451 Investment earnings - Pooled Investment	100,000	176,235	-	176,235	91,201	267,436	100,000
4500 Rental Income	39,100	18,601	-	18,601	13,750	32,351	30,100
4600 Reimbursements	4,500	5,501	-	5,501	-	5,501	4,500
Total Revenues	4,971,500	3,787,385	-	3,787,385	1,702,666	5,490,050	5,619,600
Expenditures							
Salaries and Wages							
7010 Base Salaries	865,900	573,545	-	573,545	271,467	845,012	793,600
7019 Seasonal Temporary (Intern)	28,200	-	-	-	-	-	28,200
7020 Incentive Longevity	8,900	4,352	-	4,352	3,399	7,751	8,000
7030 Overtime/Comp Time	5,000	10,582	-	10,582	-	10,582	5,000
7043 Vac Payoff Sick Term	-	41,901	-	41,901	-	41,901	-
Total Salaries and Wages	908,000	630,380	-	630,380	274,866	905,246	834,800
Employee Benefits							
7051 Group Insurance	104,200	66,465	-	66,465	30,366	96,831	88,800
7052 Retirement	216,600	147,914	-	147,914	65,281	213,195	205,000
7053 Medicare April 1986	12,700	9,396	-	9,396	3,986	13,382	11,100
7054 Workmens Compensation Insurance	8,000	3,896	-	3,896	1,824	5,721	6,426
7055 Unemployment Compensation Insurance	1,300	1,274	-	1,274	-	1,274	1,274
Severance Pay	-	45,000	-	45,000	-	45,000	-
Total Employee Benefits	342,800	273,946	-	273,946	101,457	375,403	312,600
Services and Supplies							
7110 Professional Services	2,741,000	1,267,532	1,388,432	2,655,963	(655,292)	2,000,672	3,151,000
7120 Service Contract	424,500	181,729	159,931	341,660	64,904	396,564	506,500
7121 Lab Testing Services	14,000	8,148	5,820	13,968	(2,000)	11,968	16,000
7122 Repairs and Maintenance	32,050	10,710	3,380	14,089	6,392	20,481	27,000
7123 Software Maintenance	46,850	6,376	-	6,376	25,474	31,850	46,400
7124 Printing	5,000	-	-	-	-	-	25,000
7125 Network & Data Lines	16,550	10,615	7,893	18,508	-	18,508	18,600
7200 Operating Supplies (sm equip, flood warning)	8,500	190	-	190	8,310	8,500	3,000
7210 Special Dept Expense (events)	25,500	358	-	358	-	358	15,000
7220 Copy Machine Expense	18,000	5,753	-	5,753	2,871	8,624	9,200
7230 Office Supplies	6,000	2,528	1,486	4,013	787	4,800	4,000
7310 Books and Subscriptions	1,700	580	-	580	500	1,080	1,700
7320 Professional Licenses	1,050	247	-	247	820	1,067	1,090
7330 Dues	2,400	810	-	810	1,150	1,960	2,400
7340 Seminars and Meetings	10,000	1,824	-	1,824	4,960	6,784	10,000
7350 Travel	40,000	6,096	-	6,096	9,000	15,096	40,000
7510 LT Lease-Office Space	62,800	47,106	15,964	63,070	-	63,070	66,200
7520 Telephone Land Lines	9,900	3,605	2,208	5,813	(610)	5,203	5,770
7530 Cellular Phone	3,000	905	433	1,338	196	1,534	2,500
7540 Electricity	44,750	14,767	-	14,767	6,770	21,537	27,250
7550 Water	20,325	18,542	-	18,542	3,050	21,592	24,100
7560 Sewer	3,000	832	-	832	1,904	2,736	2,800
7570 Natural Gas	23,200	4,992	-	4,992	3,680	8,672	12,000
7580 Property & Liability Billings	86,000	61,275	-	61,275	31,632	92,908	111,300
7610 Mileage Expense	1,500	233	-	233	175	408	500
7620 Vehicle Maintenance	4,000	1,903	1,809	3,713	-	3,713	4,000
7630 ESD Fuel Charge	4,000	1,203	1,285	2,488	-	2,488	3,250
7700 Other Expense	2,725	(1,819)	-	(1,819)	774	(1,045)	3,150
BofA Service Charges	-	3	-	3	17	20	115
7703 Investment Pool Expense	17,500	10,329	-	10,329	7,171	17,500	17,500
7710 Postage	475	190	-	190	200	390	475
7720 Express and Courier	275	162	-	162	116	278	300
7730 Operating Permits & Licenses	1,200	-	-	-	1,200	1,200	1,000
7740 Advertising	22,500	447	-	447	500	947	25,000

**Truckee River Flood Management Authority
Tentative Budget - General Fund
FY 2015**

	<-----as of 2/28/14----->				FY 2014		FY 2015
	FY 2014 Budget	Actual	Encumbered	Actual + Encumbered	Estimated Jan- June '14	Estimated Actual	Budget
7750 Food Purchases	2,000	417	-	417	400	817	2,500
7780 Overhead Payable to Washoe County	130,450	86,960	39,852	126,812	-	126,812	123,800
7820 Equipment Non-Capital (monitoring, office, etc.)	42,500	1,655	-	1,655	11,000	12,655	23,000
7821 Computers, Non-Capital	18,000	-	-	-	-	-	8,000
Leasehold Improvements	-	820	-	820	1,000	1,820	2,500
7822/7872 Computer Software, Non-Capital & Capital	12,000	14,951	-	14,951	-	14,951	30,000
7955 Debt Service Fees	3,000	-	-	-	-	-	-
Total Services and Supplies	3,908,200	1,772,975	1,628,493	3,401,467	(462,949)	2,928,518	4,373,900
Transfers Out							
Transfer to Debt Service	-	-	-	-	-	-	-
Transfer to Capital Projects Fund	7,450,000	500,000	-	500,000	3,400,000	3,900,000	6,200,000
Total Transfers Out	7,450,000	500,000	-	500,000	3,400,000	3,900,000	6,200,000
Total Expenses and Other Uses	12,609,000	3,177,301	1,628,493	4,805,794	3,313,374	8,109,167	11,721,300
Fiscal Year Net Change (Revenues-Expenses)	(7,637,500)	610,084	(1,628,493)	(1,018,408)	(1,610,708)	(2,619,117)	(6,101,700)
Ending Fund Balance	6,052,300	15,432,589				12,203,388	6,101,688

**Truckee River Flood Management Authority
Tentative Budget - Capital Projects Fund
FY 2015**

-----2/28/2014----->

FY 14

	2014 Budget	Actual	Encumbered	Actual + Encumbered	Additional Mar-June '14	Est'd Total Expenditures	FY 15 Budget
Beginning Fund Balance	\$ 705,750	2,018,319				2,018,319	153,769
Revenues							
FEMA Grant Reimbursements	-	40,582		40,582	-	40,582	
Reimbursements	12,925	7,677	-	7,677	11,321	18,998	8,500
	12,925	48,259	-	48,259	11,321	59,581	8,500
Transfers In							
Transfer In from General Fund	7,450,000	500,000	-	500,000	3,400,000	3,900,000	6,200,000
Total Revenues and Other Sources	7,462,925	548,259	-	548,259	3,411,321	3,959,581	6,208,500
Tenant Relocation							
Professional Services	25,000	2,390	22,610	25,000	(17,610)	7,390	-
Tenant Relocation	45,000	12,794	-	12,794	-	12,794	-
	70,000	15,184	22,610	37,794	(17,610)	20,184	-
Hidden Valley Home Elevation Project							
Homeowner Contracts	200,000	-	-	-	-	-	500,000
	200,000	-	-	-	-	-	500,000
RSIC Levee/Floodwall Project							
Service Contract	14,775	-	13,244	13,244	(4,000)	9,244	4,000
Repairs and Maintenance	-	98	-	98	100	198	2,000
Water/Sewer	10,000	993	-	993	886	1,879	2,500
	24,775	1,091	13,244	14,335	(3,014)	11,321	8,500
Virginia Street Bridge - Final Design and ROW							
Professional Services - Final Design	300,000	550,457	661,353	1,211,810	-	1,211,810	-
Payment to Other Agency - Construction	600,000	-	-	-	600,000	600,000	3,000,000
	900,000	550,457	661,353	1,211,810	600,000	1,811,810	3,000,000
Tracy Power Plant							
Professional Services	1,000,000	1,500,021	-	1,500,021	-	1,500,021	-
McCarran Reclaimed Water Stubout							
Construction Contracts	100,000	10,428	5,800	16,228	83,773	100,000	-
North Truckee Drain Construction							
Professional Services	4,750,000	-	-	-	2,375,000	2,375,000	2,375,000
	4,750,000	-	-	-	2,375,000	2,375,000	2,375,000
Demolitions - Bristlecone and Edison							
Service Contracts	149,750	2,025	-	2,025	-	2,025	249,750
Advertising	250	3,770	-	3,770	-	3,770	250
	150,000	5,795	-	5,795	-	5,795	250,000
Demolitions - Excel							
Service Contracts	-	-	-	-	-	-	199,750
Advertising	-	-	-	-	-	-	250
	-	-	-	-	-	-	200,000
Unallocated							
	900,000	-	-	-	-	-	-
	900,000	-	-	-	-	-	-
Total Expenses and Other Uses	8,094,775	2,082,975	703,007	2,785,982	3,038,149	5,824,131	6,333,500
Fiscal Year Net Change (Revenues-Expenses)	(631,850)	(1,534,716)	(703,007)	(2,237,723)	373,173	(1,864,550)	(125,000)
Ending Fund Balance	\$ 73,900	\$ 483,603				\$ 153,769	\$ 28,769

TRUCKEE FLOOD CONTROL DISTRICT • WEDNESDAY, MAY 7, 2014

LEGALS

LEGALS

**NOTICE OF PUBLIC
HEARING - 2014-2015
BUDGET**

Notice is hereby given that the Truckee River Flood Management Authority (TRFMA) will hold a public hearing in the City of Sparks Council Chambers, Legislative Building, 745 Fourth Street, Sparks, Nevada, on Thursday, May 15, 2014 at 9:00 am concerning its tentative and final budget for fiscal year 2014-2015. The budgets have been prepared in such detail as prescribed by the Department of Taxation and are available for inspection at the TRFMA office, 9635 Gateway Drive, Suite A, Reno, Nevada and on the agency's website: www.truckeefflood.us. Anyone wishing to appear to present written and/or verbal views may do so at the above named time and place.

Jay Aldean, Director,
TRFMA

No. 31894 May 7,
2014

LEGALS



TRUCKEE RIVER Flood Management Authority - Board of Directors May 2014

