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

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

(Rev. 3-6-12)

INTERLOCAL AGREEMENT
(TRFMA Assets and Services)

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Article 1 PARTIES, DEFINITIONS

§1.01 ***Parties*** THIS AGREEMENT is entered into among

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

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

§1.02 ***Definitions.***

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

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

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

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

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

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

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

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

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

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

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

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

Article 2 RECITALS

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

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

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

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

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

Article 3 SERVICES TO BE PROVIDED BY COUNTY.

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

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

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

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

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

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

§3.03 Payroll and Employee Expenses

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

§3.04 Human Resources Services

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

§3.05 Information Technology Services

¶3.05.A Use of County servers and systems.

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

¶3.05.B Preservation of evidence and records.

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

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

¶3.05.C Costs and fees.

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

§3.06 Telecommunications Services

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

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

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

§3.07 Facility Maintenance Services

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

§3.08 Equipment Maintenance and Repairs; Fuel Supplies.

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

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

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

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

§3.09 Purchasing and contract administration

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

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

Article 4: REIMBURSEMENT FOR COSTS AND FEES; RESERVE ACCOUNT

§4.01 Fees and Reserves

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

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

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

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

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

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

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

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

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

i. 1/12 of all Scheduled Fees and Costs as established in Schedule 1 for the applicable year;

ii. The full amount of all Direct Charges and reimbursements for costs and expenses as provided in ¶4.02.C.

iii. All amounts necessary to replenish the Reserve Account to the level established in Schedule 1 for the applicable year.

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

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

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

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

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

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

Article 5 TRANSFER OF FUNDS AND ASSETS

§5.01 General

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

§5.02 Transfer of funds and account balances.

¶5.02.A Except as provided below, on or before **March 26, 2012,** County shall deposit into the Investment Account established with the County Treasurer for the Authority under an Interlocal Agreement between the Authority and the County on May 13, 2011:

i. The balance held by County in Funds 211 (Operations) and 494 (Infrastructure Capital) on the Fund Transfer Date;

ii. Less accumulated or required debt service reserve under any bond documents on County obligations secured by a pledge of the Flood Infrastructure Tax;

iii. Less the Reserve amount set forth in Schedule 1, which shall be placed in the Reserve Account;

iv. Less any encumbrances established by County which will remain obligations of the County after Fund Transfer Date;

v. Less amounts needed to fully fund any outstanding obligations, purchase orders or contracts pending discharge under ¶ 5.05.B of this Agreement.

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

a. To a date requested by the Authority;

b. By agreement of the parties; or

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

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

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

§5.03 Transfer of Real Property

¶5.03.A Recitals.

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

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

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

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

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

1. As provided in ¶8.05.B.5, County conveys all property AS IS WHERE IS with all its faults and without any warranty except the warranties that run with a grant, bargain and sale deed.

2. County hereby assigns to Authority all of County's rights, title and interest in any policy of title insurance issued to County as it acquired all of the properties conveyed hereunder. If, however, rights may not be assigned under any such title insurance policy, then County agrees as a part of the warranty expressed above, to place a claim against such title insurance if insured title defects arise.

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

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

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

§5.04 Transfer of Personal Property

¶5.04.A

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

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

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

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

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

1. County warrants and represents that it has and transfers good title free and clear of all liens;

2. County hereby assigns to Authority all manufacturers warranties and agrees to execute any documentation causing such assignment;

3. Authority accepts all such furniture, fixtures and equipment AS IS, WITH ALL ITS FAULTS, AND WITHOUT ANY WARRANTY from the County, implied or express.

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

§5.05 Transfer of Contracts and Contract Rights

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

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

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

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

1. The Authority shall take the lead in administering all contracts;

2. All payment requests from providers shall be reviewed and approved by Authority, which approval shall not be unreasonably withheld, and any payments made by County shall be taken out of the funds withheld under ¶5.05.B and if there is a deficiency, County may collect the deficiency from Authority as a direct charge under ¶ 4.02.B of this Agreement.

3. The parties shall negotiate diligently and in good faith to take the action indicated in Schedule 4 for each contract. If the parties cannot successfully negotiate a novation (or as otherwise specified in Schedule 4) the contract shall be terminated and funds shall not be appropriated for future payments.

§5.06 Documents of Further Assurance

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

§5.07 Authority to execute and deliver documents.

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

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

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

Article 6 GENERAL PROVISIONS

§6.01 Term and termination of Agreement;

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

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

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

¶6.02.A Default.

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

¶6.02.B. Notice and Right to Cure.

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

¶6.02.C Remedies.

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

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

¶6.02.D Waivers.

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

¶6.02.E Attorney's Fees.

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

§6.03 Representations and Warranties.

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

§6.04 General covenants of both parties.

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

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

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

§6.05 Assignment and Delegation; Binding Effect

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

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

§6.06 Further acts and assurances.

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

§6.07 Notices; Timing provisions; Construction of Agreement.

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

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

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

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

§6.08 Applicable Law; Severance of unenforceable provisions.

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

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

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

§6.09 Modifications and Amendments

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

§6.10 Entire Agreement; Counterparts; Recording.

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

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

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

Attachments:

Schedule 1 Costs and Fees

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

// End of Agreement //

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

WASHOE COUNTY
A political subdivision of the State of Nevada

By_____ Date_____
Robert M. Larkin, Chairman
Board of County Commissioners

Attest:

By_____ Date_____
Amy Harvey, County Clerk

Approved as to form
RICHARD A. GAMMICK
District Attorney

By_____

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

TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY

By_____ Date_____
Ron Smith, Chairman, Board of Directors

Attest:

By_____ Date_____

(Rev. 2-14-2012)

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

#	Service	Description	Basis of fee [1]	Scheduled Cost/ Fee $ [3]	Initial Reserve [4]
1	Payroll Expense	Actual salaries and benefits paid to County employees who work for TRFMA	Direct Charge for actual costs		$95,000
2	County Manager	• Liason with County & BCC • Labor relations • Employee discipline	(COWCAP # 101-1) Actual salary cost per year prorated by # of employees [2]	$3,157	$264.00
3	Community Relations		(COWCAP # 101-6) [2]	$3,588	$299.00
4	Management Services		(COWCAP # 101-8) [2]	$432	$36.00
5	Finance Administration	• Administering and accountings for Infrastructure Tax revenues and expenditures; •	(COWCAP #103-1) [2]	-0-	-0-
6	Comptroller	• Salary & Benefits administration • Accounting for expenses reimbursed by TRFMA and assistance in preparing CAFR	(COWCAP # 103-3) [2]	$11,868	$989.00
7	Budget Division	• Employee cost budget • Budget forecasts and CalCap allocations	(COWCAP # 103-5) [2]	$7,818	$652.00
8	Information Technology	See Schedule 1-A	(COWCAP 108100 – 108500) [2] and direct charge as necessary	$12.371	$1,031.00

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

17	Facilities Infrastructure	`	(COWCAP 162000) [2]	-0-	-0-
18	Fund Transfers	• `Other Post Employee Benefits charges • Health Benefit Fund	(COWCAP # 188-0) based on number of employees and retirees [2]	$41,351	$3446.00
19	Contingency				
20	Total Reserves				$108,096

Notes

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

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

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

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

APPROVED on this _____ day of _____ for FY _____

COUNTY

_____
Authorized Signature

_____
Name and Title

AUTHORITY

_____
Authorized Signature

_____
Name and Title

(Rev. 2-22-12)

Interlocal Cooperative Agreement
(TRFMA Assets and Services)

Schedule 1-A

Technology Services

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

1. IT Administrator: County shall train and authorize an on-site employee to have PC administration rights along with local administration rights of the Flood Project file server(s). On site employees will not have authorizations to create or edit user accounts, or other functions that need higher level domain administration privileges.

2. Participation in Networks and Systems

   a. The Authority shall be connected to the County servers and information systems to the same extent as a department of the County, including:
      i. Access to internet
      ii. Access to County Intranet (SAP, ESS, Flipside etc)
      iii. Email & Email archiving .
      iv. Data backup & retention
      v. Security Systems

   b. Server access and maintenance includes:
      i. J Drive
      ii. I Drive
      iii. Capacity planning

   c. Authority's servers shall be connected to the County systems.
      i. Flood Warning Server

3. Card Keys – County will maintain key card security services for Authority's main office, at its present location. If it is necessary to move the Authority's main office, movement of card keys, if that can be done, shall be provided as a direct charge.

4. Hardware Support
   a. Authority shall purchase, its own equipment. County agrees to maintain and repair all equipment used by the Authority which County is authorized and capable of supporting.
   b. County will provide virus protection software for Authority equipment.

5. Licenses and Software Support. County shall provide licenses and software support for:

i. All standard office software held by County, including: Microsoft Windows, Microsoft Office (including Word, Excel, Outlook, PowerPoint, Access, Adobe);
ii. Visio, and Project;
iii. All GIS software; (items ii and iii are pretty broad. We will support what you have, but new and upgrades would need to be funded by flood.)

6. Telecommunications systems.
   a. Authority shall acquire its own telecommunications equipment
   b. Authority shall be connected to all County telecommunications systems, including:
      i. Telephone lines
      ii. Wireless connections
      iii. Video Conferencing
      iv. Voice mail

7. Regional GIS Coordinating Committee. Authority shall have access to all meetings proceedings, documentation and systems of the Regional Basemap Committee unless prohibited by the interlocal agreement regarding the coordinating committee.

8.

Costs and Fees

1. Costs/Fees to be included in the "Scheduled Costs and Fees" allocated under County Cal Cap system, subject to adjustment under ¶ 4.01.C:
   a. Connection to and use of servers and systems
   b. Help Desk
   c. Security
   d. Software upgrade (County standard)
   e. Virus Protection and removal
   f. Archiving
   g. GIS
   h. Card Key System

2. Costs/fee to be Directly Charged to Authority
   a. Video Conferencing
   b. Non-standard office software
   c. Network connectivity monthly fees.

(Rev. 1-30-2012)

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

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

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

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

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

(Rev 2-22-12)

Interlocal Agreement

(TRFMA Services and Assets)

Schedule 2

Real Estate to be Conveyed to Authority

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

(Rev. 2-6-12)

Interlocal Agreement

(TRFMA Services & Assets)

Schedule 3

Personal Property to be Transferred

C Truckee River Flood Management Project

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

	Epson Ex 5200 Projector	$600.00	1	
	Telephone System	$65,000.00		
	Security System	$5,000.00		
	Total	**$143,350.00**		

Vehicle Schedule

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

(Rev 2-14-12)

Interlocal Agreement

(TRFMA Services and Assets)

Contracts to be assigned/closed

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

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

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

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

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

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