



STAFF REPORT

TO: Chairman and Board Members
FROM: Mark Foree, General Manager
DATE: May 30, 2013
SUBJECT: Discussion and action on possible approval of a Third Amendment to the Interlocal Agreement among the Western Regional Water Commission (WRWC), Truckee Meadows Water Authority (TMWA) and Washoe County (the County) for reimbursement of certain expenses, not to exceed \$300,000, incurred in evaluating and implementing recommendations regarding integration/consolidation of public water purveyors; and, if approved, authorize the General Manager to execute the Third Amendment

RECOMMENDATION

Staff recommends that the Board approve the Third Amendment to the Interlocal Agreement among the Western Regional Water Commission (WRWC), Truckee Meadows Water Authority (TMWA) and Washoe County (the County) for reimbursement of certain expenses incurred regarding the integration/consolidation of public water purveyors, and if approved, authorize the General Manager to execute the Third Amendment.

SUMMARY

This amendment continues for the fourth year, a mechanism for the partial reimbursement of eligible expenditures relating to the analysis, evaluation, and recommendations for the integration/consolidation of public water purveyors, which are required by State statute to be included as an element of the Comprehensive Regional Water Management Plan.

BACKGROUND

In 2010, the TMWA approved an agreement among the WRWC, TMWA, and the County for reimbursement of certain expenses incurred (during fiscal years 2010 and 2011) in evaluating and implementing the recommendations regarding integration/consolidation of public purveyors. The reimbursement agreement has been extended by amendment each year since that time.

The WRWC approved the Third Amendment at their May 16, 2013 Board Meeting.

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

The INTERLOCAL AGREEMENT (the "Agreement"), dated May 20, 2010, entered into among the Western Regional Water Commission (the "Commission"), the Truckee Meadows Water Authority ("TMWA"), and Washoe County (the "County"), is hereby amended by adding the following second paragraph to subsection 2.6:

At a regular meeting on December 12, 2012, the TMWWA Board directed staff to begin discussions with the South Truckee Meadows General Improvement District ("STMGID") regarding the possibility of STMGID's merging directly into TMWA concurrently with the integration/consolidation of TMWA and DWR. **The following subsection is hereby added to the Agreement:**

2.12 Both TMWA and the County have requested the Commission to reimburse them for Reimbursable Expenses, as defined in subsection 2.9 above, in a collective amount not to exceed \$300,000 for the 2013/2014 fiscal year. The Commission has agreed to do so, upon the following terms and conditions.

The following subsections are hereby amended to provide as follows:

3.1.2 During the 2010/2011, 2011/2012, 2012/2013, and 2013/2014 fiscal years, TMWA and the County will, prior to either Party's entering into any contract in excess of \$25,000 for which either Party intends to claim Reimbursable Expenses and prior to either Party's making any payment on any existing contract which would exceed a cumulative amount in excess of \$25,000 for which either Party intends to claim Reimbursable Expenses, TMWA and the County shall jointly seek and obtain prior approval and authorization from the Commission. If prior approval and authorization is not practicable due to scheduling constraints, any such contract shall be presented to the Commission as soon as possible for ratification, and confirmation of contract payments as eligible Reimbursable Expenses.

3.1.3 During the 2010/2011, 2011/2012, 2012/2013, and 2013/2014 fiscal years, TMWA and the County shall, within thirty (30) days of the end of each quarter, jointly submit an itemized invoice, with detailed supporting documentation, to the Commission's contract administrator, for their respective requested Reimbursable Expenses for the preceding quarter. The jointly submitted itemized invoice shall be agreed upon between and signed by TMWA's General Manager and the County's Director of DWR.

3.2.3 The total amount of invoices paid from the Regional Water Management Fund pursuant to the terms of this Agreement shall not exceed the sum of \$300,000 for the 2009/2010 fiscal year, \$250,000 for the 2010/2011 fiscal year, \$300,000 for the 2011/2012 fiscal year, \$300,000 for the 2012/2013 fiscal year, and \$300,000 for the 2013/2014 fiscal year.

The Agreement as amended to include the revisions set forth above is incorporated herein by reference, and all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is effective July 1, 2013, regardless of the dates of execution by the Parties ("Effective Date"), except Reimbursable Expenses incurred by TMWA in the 2012/2013 fiscal year, and related to the second paragraph of subsection 2.6, shall be reimbursable from the not to exceed sum of \$300,000 for the 2012/2013 fiscal year.

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

Western Regional Water Commission

Dated this 16TH day of May 2013

By 
Mike Carrigan, Chairman
Board of Trustees

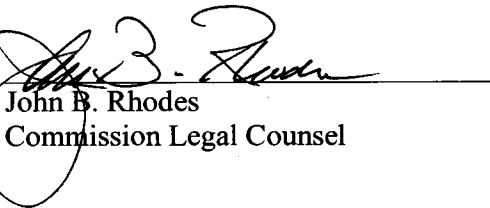
Truckee Meadows Water Authority

Dated this ___ day of May 2013

By _____
Mark Foree, General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

By 
John B. Rhodes
Commission Legal Counsel

Michael A.T. Pagni
McDonald Carano Wilson LLP
TMWA Legal Counsel

Washoe County

Dated this ___ day of _____ 2013

By _____
David Humke, Chairman
Board of Commissioners

APPROVED AS TO FORM:

Peter C. Simeoni, Deputy District Attorney