

THIRD AMENDED INTERLOCAL AGREEMENT
REGARDING THE PURCHASE OF WATER RIGHTS PURSUANT TO THE
TRUCKEE RIVER WATER QUALITY SETTLEMENT AGREEMENT

WHEREAS, on July 28, 1998, the City of Reno, a municipal corporation, hereinafter “Reno,” the City of Sparks, a municipal corporation, hereinafter “Sparks,” and the County of Washoe, a political subdivision of the State of Nevada, hereinafter referred to as “Washoe,” entered into an amended and restated interlocal agreement regarding the purchase of water rights pursuant to the Truckee River Water Quality Settlement Agreement, hereinafter referred to as the “Interlocal Agreement;” and

WHEREAS, the Interlocal Agreement provides in pertinent part that to the extent that the services of private counsel are required to accomplish such water rights transfers and changes, the parties agree that any such costs will be equally shared; and

WHEREAS, as of December 31, 2012, there is approximately \$778,000 (funds remaining after expenditure of \$12million dollar obligation) that would eventually be remitted to Reno, Sparks and Washoe County’s respective enterprise funds at the conclusion of the water quality purchase program which is being held in an account designated for the Truckee River Water Quality Settlement Agreement, hereinafter referred to as “the WQSA;” and

WHEREAS, this sum of \$778,000 can be used, if necessary, to pay for the fees and costs associated with retaining private outside counsel; and

WHEREAS, the Local Government Oversight Committee, hereinafter referred to as “LGOC,” created pursuant to the Interlocal Agreement to manage the purchase of water rights and the transfer of water rights has determined that the Interlocal Agreement should be amended for the purpose of using this sum of \$778,000, if necessary, to provide and funding required for retaining outside legal counsel for representation pertaining to protests and hearings before the State Engineer on the water rights’ transfer applications; and

NOW, THEREFORE, the parties hereto do agree to amend the Interlocal Agreement as follows:

1. Section 2. is amended by adding G. as follows: The approximate sum of \$778,000 (funds remaining after expenditure of \$12million dollar obligation), if necessary, may be used for the purpose of funding retaining outside legal counsel for representation pertaining to protests

and hearings before the State Engineer. Upon termination of the WQSA, all remaining funds will be remitted in equal shares to Reno, Sparks and Washoe.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to the Agreement effective as of the _____ day of _____, 2013.

CITY OF RENO

Attest: _____
City Clerk

By: _____
Robert A. Cashell, Sr., Mayor

Approved as to form:

Deputy City Attorney

CITY OF SPARKS

Attest: _____
City Clerk

By: _____
Geno Martini, Mayor

Approved as to form:

City Attorney

COUNTY OF WASHOE

Attest: _____
County Clerk

By: _____
Chairman of the Board of
County Commissioners

Approved as to form:

District Attorney