



WASHOE COUNTY

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Risk Mgt. DU
HR N/A
Comptroller CH

STAFF REPORT

BOARD MEETING DATE: **October 11, 2016**

DATE: September 9, 2016
TO: Board of County Commissioners
FROM: Walter West, P.E., Licensed Engineer, Engineering and Capital Projects, Community Services Department, 328-2310, wwest@washoecounty.us
THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects Community Services Department, 328-2043, desmith@washoecounty.us
SUBJECT: Approve the Second Amended Agreement Regarding National Pollutant Discharge Elimination Storm Water Permit Implementation, between the City of Reno, the City of Sparks, and Washoe County, retroactive to June 22, 2014, to amend the term of the agreement to automatically renew every five years. (All Commission Districts.)

SUMMARY

The National Pollutant Discharge Elimination Storm Water Permit Implementation Agreement between the Cities of Reno, Sparks, and Washoe County provided for a term of ten (10) years. This Second Amendment (Attachment 1) modifies the term to automatically renew every five (5) years unless terminated by parties 90 days in advance of the renewal. The permit is ongoing and will continue indefinitely; thus, the reason for the amendment.

Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

On May 25, 2004, the Board of County Commissioners (Board) approved the First Amended Agreement Regarding National Pollutant Discharge Elimination Storm Water Permit Implementation between the City of Reno, the City of Sparks and Washoe County to redefine and outline the respective roles and responsibilities due to the withdrawal of the Nevada Department of Transportation (NDOT) as a party and co-permittee.

On April 24, 2001, the Board approved Addendum No. 1 to Agreement dated July 24, 1990 regarding National Pollutant Discharge Elimination Storm Water Permit Implementation Agreement between the City of Reno, the City of Sparks and Washoe County to extend the term of the Agreement.

On July 24, 1990, the Board approved the Agreement – National Pollutant Discharge Elimination System Storm Water Permit Implementation Agreement between the City of Reno, the City of Sparks, Washoe County, and NDOT to develop an integrated storm water discharge management program with the object of improving water quality.

AGENDA ITEM # 5.F

BACKGROUND

In 1990, the City of Reno, City of Sparks, Washoe County and NDOT were identified collectively as an urbanized area subject to the federal Clean Water Act Phase 1 storm water management requirements. Consequently, the Nevada Division of Environmental Protection (NDEP) issued an NPDES permit for the Truckee Meadows, with Reno, Sparks, Washoe County and NDOT named as co-permittees. The NPDES permit requires permittees to manage the quality of storm water discharges to the Truckee River and its tributaries. To manage the multiple agency permit, the Agreement regarding National Pollutant Discharge Elimination System Storm Water Permit Implementation Agreement (“Storm Water ILA”), was developed and executed among the parties in 1990 (Attachment C) and amended in 2001 (Attachment B) and 2004 (Attachment A). The Storm Water ILA established the Storm Water Permit Coordinating Committee and outlined the intergovernmental responsibilities, including cost sharing, to implement the requirements of the NPDES permit.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

It is recommended the Board of County Commissioners approve the Second Amended Agreement Regarding National Pollutant Discharge Elimination Storm Water Permit Implementation, between the City of Reno, the City of Sparks, and Washoe County, retroactive to June 22, 2014, to amend the term of the agreement to automatically renew every five years.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve the Second Amended Agreement Regarding National Pollutant Discharge Elimination Storm Water Permit Implementation, between the City of Reno, the City of Sparks, and Washoe County, retroactive to June 22, 2014, to amend the term of the agreement to automatically renew every five years.”

Attachment 1

SECOND AMENDED AGREEMENT REGARDING NATIONAL POLLUTANT DISCHARGE ELIMINATION STORM WATER PERMIT IMPLEMENTATION

THE FIRST AMENDED AGREEMENT REGARDING NATIONAL POLLUTANT DISCHARGE ELIMINATION STORM WATER PERMIT IMPLEMENTATION AGREEMENT (“the Agreement”), dated June 22, 2004, entered into between the City of Reno, a municipal corporation (“Reno”), the City of Sparks, a municipal corporation (“Sparks”) and Washoe County, a political subdivision of the State of Nevada (“County”), collectively the “Parties”, is hereby amended as follows:

7. TERM OF AGREEMENT. This Agreement will have a term of five (5) years and will automatically renew every five (5) years unless terminated by parties in writing ninety (90) days in advance of the renewal date.

All other terms and conditions of the Agreement shall remain in full force and effect.

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This Amendment is effective retroactive to June 22, 2014 regardless of the respective dates of execution by the Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amended Agreement.

CITY OF RENO
Dated this ___ day of _____, 2016

By _____
Hillary L. Schieve, Mayor

ATTEST:

Ashley Turney

APPROVED AS TO FORM:

Susan Ball Rothe, Deputy City Attorney
WASHOE COUNTY
Dated this ___ day of _____, 2016

By _____
Kitty K. Jung, Chair, Board of County
Commissioners

APPROVED AS TO FORM:

Paul Lipparelli, Chief Deputy District Attorney

CITY OF SPARKS
Dated this ___ day if _____, 2016

By _____
Geno Martini, Mayor

ATTEST:

Teresa Gardner

APPROVED AS TO FORM:

Chet Adams, City Attorney

ATTEST:

Nancy Parent, County Clerk

FIRST AMENDED AGREEMENT
REGARDING NATIONAL POLLUTANT DISCHARGE ELIMINATION
STORM WATER PERMIT IMPLEMENTATION

The NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORM WATER PERMIT IMPLEMENTATION AGREEMENT entered into on July 24, 1990, and the ADDENDUM NO. 1 entered into on April 25, 2001, are hereby amended in their entirety this 22 day of JUNE, 2004, by and between the City of Reno, a municipal corporation of the State of Nevada ("Reno"), the City of Sparks, a municipal corporation of the state of Nevada ("Sparks") and Washoe County, a political subdivision of the State of Nevada, ("County"), herein collectively referred to as "Parties".

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 USCA Section 1342 (p)) to require the Federal Environmental Protection Agency ("EPA") to promulgate regulations for applications for permits for storm water discharges;

WHEREAS, the EPA regulations require the control of pollutants from storm water discharges by a national pollutant discharge elimination system ("NPDES") permit which regulates lawful discharge of storm waters into waters of the United States;

WHEREAS, the Nevada Division of Environmental Protection ("NDEP") has been delegated authority by the EPA for administration of the NPDES storm water permit process within the State of Nevada;

WHEREAS, the Parties entered into an agreement on July 24, 1990, regarding the National Pollutant Discharge Elimination Storm Water Permit Implementation Agreement;

WHEREAS, an NPDES permit was issued jointly to the Parties on July 31, 1990, with the Parties being co-permittees, with Reno being the lead agency on the permit;

WHEREAS, on January 14, 2000, a second municipal storm water permit was issued by the NDEP requiring the co-permittees to develop, administer, implement and enforce a plan to reduce pollution in the urban runoff that flows through their storm drains in the Truckee Meadows;

WHEREAS, the Parties entered into Addendum No. 1 on April 25, 2001;

WHEREAS, the co-permittees have been sharing the expertise of their staffs in seeking and implementing the NPDES. storm water permit requirements;

WHEREAS, the Nevada Department of Transportation has withdrawn as a party and co-permittee;

WHEREAS, the Storm Water Permit Coordinating Committee has determined Watershed Management & Protection is a role appropriate for the committee to undertake;

WHEREAS, the Parties have reached a position where they need to redefine and outline their respective roles and responsibilities for program development and implementation; and

WHEREAS, the Parties enter into this agreement pursuant to NRS 277.140.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, and for other good and valuable consideration, the Parties, their successors and assigns agree as follows:

1. PERMITTEES. The Parties shall remain as co-permittees under the permit.

2. COORDINATING COMMITTEE. There shall continue to be a Coordinating Committee which shall consist of two members each from Reno, Sparks and County who shall be appointed by the Director of Public Works for Reno and Sparks and the County Manager for County. The Committee shall be called "Storm Water Permit Coordinating Committee" ("Coordinating Committee" or "Committee"). Committee members shall serve without compensation or reimbursement, except as they may be entitled to the same from their respective employer. The procedures of the Coordinating Committee shall be as follows:

A. At the first meeting of each fiscal year, the members of the Coordinating Committee shall elect one of themselves to serve as chairman. The chairman shall serve as such until the election of the successor in the next fiscal year, or until the cessation of his membership on the Committee, whichever is earlier. Vacancies in the office of chairman occurring between regular elections may be filled by the Committee electing a chairman to serve until the next regular election. The chairman shall preside at all meetings. In the event the chairman shall be absent from any meeting, the members of the committee may elect a chairman pro-tem to serve as chairman during the latter's absence.

- B. Reno shall provide a secretary for the Committee. The secretary shall keep minutes of the meetings and proceedings and shall also have custody of all books, records, and papers of the Committee.
- C. Regular Meetings of the Coordinating Committee shall be held at a time and place to be determined by the Committee. Special meetings may be called at any time by the chairman or two other members, to be held at a reasonable time and place specified in the notice calling the special meeting. Such notice of regular and special meetings shall be given as required by the Nevada Open Meeting Law, NRS Chapter 241.
- D. Except as may be otherwise provided by resolution of the Committee, the procedures to be followed by the Coordinating Committee at its meetings shall be those set forth in Robert's Rules of Order. The Committee may act by resolution or motion.
- E. The Coordinating Committee shall have the following powers and duties in addition to the powers and duties granted elsewhere in this Agreement;
 - (1) Prepare an annual work program and budget and recommend the same to the Parties for inclusion in their respective work programs and budgets.
 - (2) Tender its advice to the City Councils of Reno and Sparks, and the County Commission with respect to any and all matters relating to storm water permit compliance and policies relative thereto and with respect to matters relating to watershed management and

protection which encompasses only the water quality impact to the watershed.

- (3) Tender its advice to the City Councils of Reno and Sparks and the County Commission with respect to amendments to this Agreement.

3. DUTIES AND RESPONSIBILITIES OF PARTIES.

A. Program Development and implementation.

1. Staffing – Reno will provide the program coordinator and secretarial support. It is anticipated that these positions will be based on time charged for the program.

- a. Reno, Sparks and County will equally contribute toward the salary of the program coordinator and secretarial support as they relate to Committee activities.

2. Documents – Reno will take the lead with regard to document preparation.

- a. Reno, Sparks, and County will coordinate jointly with regard to document preparation for policy manuals and handbooks.

- b. Reno, Sparks, and County will equally share the costs of the preparation of documents, policy manuals and handbooks.

- c. Reno, Sparks, and County will coordinate jointly with regard to adoption of ordinances or policies necessary for each entity to have the legal authority to implement the elements outlined in the Truckee Meadows Regional Storm Water Quality

Management Plan prepared by Kennedy/Jenks Consultants dated December of 2001, in accordance with the timeframe approved by NDEP.

3. Reno, pursuant to an agreement entitled "An Intergovernmental Agreement To Provide Wastewater Control Inspection Services in Unincorporated Areas of Washoe County, Nevada" and dated September 12, 2000, and subsequent amendments thereto, and Sparks, pursuant to an agreement entitled "An Interlocal Agreement to Provide Wastewater Control Inspection Services in Unincorporated Areas of Washoe County, Nevada" and dated August 31, 2000, and subsequent amendments thereto, will provide the staffing for enforcement and inspection for industrial wastewater and storm water management .

4. The parties will jointly coordinate with the Watershed Facilitator to implement watershed management and continue to review, modify and update the Watershed Management and Protection Plan dated May 9, 2003.

5. The parties primary objective will remain satisfying the NPDES permit requirements.

B. Monitoring and Sampling.

1. Staff for sampling and monitoring – Reno, Sparks and County, along with assistance of a consultant, if necessary, will conduct their own field sampling and data management:

2. Testing of samples – Staff at the Truckee Meadows Water Reclamation Facility (“TMWRF”) will conduct the testing of samples. However, outside laboratory testing may be necessary and may be used.
3. Documents – Staff at the TMWRF plant will prepare the documents relating to the samples tested.
4. Cost sharing – Reno, Sparks, and County will equally share, unless otherwise agreed to by the Committee, the costs of sampling, including the costs for services of an outside laboratory, and the costs of the purchase of the sampling equipment.

C. Permit compliance.

1. Reno will:
 - a. Coordinate implementation and annual operating budgets for jointly shared tasks.
 - b. Consolidate and submit reports prepared by the Parties as required by the NPDES permit.
 - c. Maintain knowledge of and advise the parties regarding current and proposed state and federal policies, regulations and pertinent programs.
 - d. Assist the Parties in the development and presentation of responses on these issues before state and federal agencies.
 - e. Assist the Parties in the development and presentation of these issues before City Council of Sparks, the County

Commission and the Regional Water Planning Commission if requested.

- f. Comply with the NPDES permit conditions.
- g. Participate in storm water permit coordinating committee meetings.
- h. Fund and implement permit compliance efforts within its own areas of responsibility and fund its share of joint efforts.
- i. Provide timely and accurate reports on compliance with applicable provisions of the NPDES permit and program implementation.

2. Sparks and County will:

- a. Comply with the NPDES permit conditions.
- b. Participate in storm water permit coordinating committee meetings.
- c. Fund and implement permit compliance efforts within its own areas of responsibility and fund its share of joint efforts.
- d. Provide timely and accurate reports on compliance with applicable provisions of the NPDES permit and program implementation.

4. PROGRAM COSTS. All shared costs, including, but not limited to, the costs for the program coordinator and the costs for secretarial services as they relate to

Committee activities, the cost of the NPDES permit, including future permits, monitoring and watershed management, will be allocated to each co-permittee by taking the total shared costs and dividing by the number of co-permittees. With regard to shared costs, Reno will collect joint task shared costs on a monthly basis and report these costs to the Coordinating Committee at the monthly meeting. Any consultant billing will be submitted to the Committee for approval and Reno will prepare the shared billing. Each co-permittee responsible for a portion of the shared costs shall promptly reimburse to Reno its portion of the shared costs. The future shared costs will be estimated on an annual basis by the Committee. Each co-permittee will budget shared costs for each fiscal year and the ensuing fiscal years with their respective governing bodies.

5. NON-COMPLIANCE WITH PERMIT REQUIREMENTS. Any co-permittee found in non-compliance with the conditions of the NPDES permit within its own jurisdictional responsibilities shall be solely liable for any assessed penalties.

6. LIMITED LIABILITY. The parties will not waive and attend to assert available NRS Chapter 41 liability limitations in all cases. Contract Liability of the parties shall not be subject to punitive damages.

7. TERM OF AGREEMENT. This Agreement shall have a term of five (5) years from the date of this Agreement, subject to automatic renewal for another five (5) years in the absence of objection thereto made in writing by any party hereto ninety (90) days in advance of the renewal date.

8. AMENDMENTS TO AGREEMENT. This Agreement may be amended by Consent of co-permittees. No amendment of this Agreement shall be

effective unless it is in writing and signed by the duly authorized representatives of the co-permittees.

9. GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Nevada.

10. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

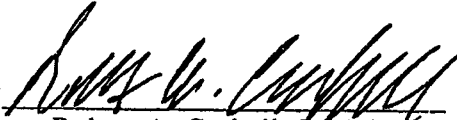
11. CONSENT TO BREACH NOT WAIVER. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the co-permittee alleged to have waived or consented. Any consent by any co-permittee to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

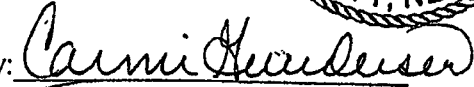
12. APPLICABILITY OF PRIOR AGREEMENTS. This document constitutes the entire agreement between the Parties with respect to the subject matter. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

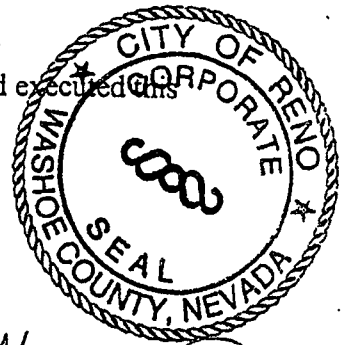
IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement the day and year herein above first mentioned.

CITY OF RENO

ATTEST:

By: 
Robert A. Cashell, Sr., Mayor


By: 
Deputy Clerk of the City of Reno



CITY OF SPARKS

ATTEST:

By: [Signature]
Tony Armstrong, Mayor

By: [Signature]
Clerk of the City of Sparks 

WASHOE COUNTY

ATTEST:

By: James M. Shaw
James Shaw, Chairman

By: [Signature]
Washoe County Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

[Signature]
Susan Ball Rothe, Reno Deputy
City Attorney

[Signature]
David C. Creekman, Sparks Senior
Assistant City Attorney

APPROVED AS TO FORM

[Signature]
John Rhodes, Assistant Washoe
County District Attorney

APPROVED AS TO FORM AND LEGALITY

Brian Sandoval
Attorney General

By: [Signature]
Deputy Attorney General

ADDENDUM NO. 1 TO AGREEMENT DATED JULY 24, 1990
REGARDING NATIONAL POLLUTANT DISCHARGE ELIMINATION
STORM WATER PERMIT IMPLEMENTATION AGREEMENT

THIS ADDENDUM NO. 1 is made this 25th day of April, 2001,

by and between the City of Reno, a municipal corporation of the State of Nevada ("Reno"), the City of Sparks, a municipal corporation of the State of Nevada ("Sparks"), Washoe County, a political subdivision of the State of Nevada, ("County") and the Nevada Department of Transportation ("NDOT"), herein collectively referred to as "Parties".

WHEREAS, the Parties entered into an agreement on July 24, 1990, regarding the National Pollutant Discharge Elimination Storm Water Permit Implementation to Agreement;

WHEREAS, paragraph 8 of the agreement provides that the agreement shall have a term of five (5) years from the first day of August, 1990, subject to automatic renewal for a like period in the absence of objection.

WHEREAS, as of August 1, 1995, no objection to contract renewal was made and, pursuant to paragraph 8 of the agreement, the term of the agreement was extended to August 1, 2000.

WHEREAS, the basis of the agreement is continuing, the Parties have continued to act and operate under the agreement and the Parties desire to extend the agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter, and for other good and valuable consideration, the Parties, their successors and assigns agree as follows:

1. The term of the July 24, 1990 Agreement by virtue of this Addendum No. 1 is

extended retroactively from August 1, 2000, for an additional five (5) years, subject to automatic renewal for another five (5) years in the absence of objection thereto made in writing by any party hereto ninety (90) days in advance of the renewal date.

2. LIMITED LIABILITY

The parties will not waive and attend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

3. INDEMNIFICATION

a. Each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability claims, actions, damages, losses, and expenses including but not limited to attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist, to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of prompt written notice by the indemnifying party, of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

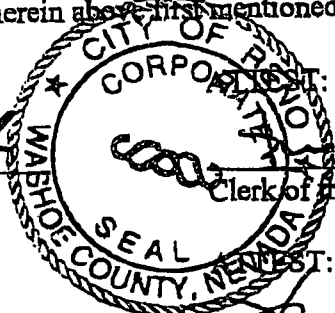
4. The remainder of the July 24, 1990 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have approved and executed this

Addendum No. 1 the day and year herein above first mentioned.

CITY OF RENO

BY *Jeff Griffin*
Jeff Griffin, Mayor
ed Code
Clerk of the City of Reno



CITY OF SPARKS

BY *Tony Armstrong*
Tony Armstrong, Mayor
James M. Shaw
Clerk of the City of Sparks



WASHOE COUNTY

BY *James M. Shaw*
James M. Shaw, Chairman

ATTEST:

Jerry L. R. K.
Chief Deputy
Washoe County Clerk

NEVADA DEPARTMENT OF TRANSPORTATION

BY *Thomas M. ...*
Director

ATTEST:

Jan Christopherson
Administrative Services Officer

APPROVED AS TO FORM

Susan Ball Rothe
Susan Ball Rothe, Reno Deputy
City Attorney

APPROVED AS TO FORM

David C. Creekman
David C. Creekman, Sparks Senior
Assistant City Attorney

APPROVED AS TO FORM AND LEGALITY

Frankie Sue Del Papa
Attorney General

BY *Frankie Sue Del Papa*
Deputy Attorney General

Attachment A

A-1738
A.I. 5.10
7/23/90

AGREEMENT

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORM WATER PERMIT IMPLEMENTATION AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 1990, by and between the City of Reno, Nevada, a municipal corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called "Reno"; the City of Sparks, Nevada, a municipal corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called "Sparks"; Washoe County, a political subdivision of the State of Nevada, hereinafter called "County"; and the Nevada Department of Transportation, hereinafter called "NDOT".

W I T N E S S E T H:

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 USCA Section 1342(p)) to require the Federal Environmental Protection Agency ("EPA") to promulgate regulations for applications for permits for storm water discharges; and

WHEREAS, these permit regulations will require the control of pollutants from storm water discharges by requiring a national pollutant discharge elimination system ("NPDES") permit which would allow the lawful discharge of storm waters into waters of the United States; and

WHEREAS, these EPA regulations will require NPDES permits for discharge from municipal storm sewers on a system-wide or

jurisdiction-wide basis; and

WHEREAS, Reno, Sparks, County and NDOT desire to develop an integrated storm water discharge management program with the objective of improving water quality; and

WHEREAS, the Nevada Division of Environmental Protection ("NDEP") has been delegated authority by the EPA for administration of the NPDES storm water permit application process within the State of Nevada; and

WHEREAS, Reno, Sparks, County and NDOT will be designated as co-permittees by NDEP; and

WHEREAS, Reno has been designated as the lead agency on the permit; and

WHEREAS, cooperation between Reno, Sparks, County and NDOT to jointly file an application for an NPDES storm water permit is in the best of interest of Reno, Sparks, County and NDOT; and

WHEREAS, the co-permittees are willing to share the expertise of their staffs jointly in seeking and implementing certain requirements of the NPDES storm water permit.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Filing Status. Reno, Sparks, County and NDOT will file an application with NDEP for a storm water permit as co-permittees. Each individual city, the County and NDOT will be a co-permittee under said permit.

2. Delegation of Responsibilities. The responsibilities of each of the parties hereto shall be as follows:

- a. Reno shall administer permit compliance by:
- (1) Coordinating implementation and annual operating budgets for jointly shared tasks.
 - (2) Consolidating and submitting reports prepared by the several parties required by the NPDES permit.
 - (3) Maintaining knowledge of and advising the parties regarding current and proposed state and federal policies, regulations and programs that impact nonpoint source pollution programs, and assisting the parties in the development and presentation of positions on these issues before state and federal agencies.
 - (4) Formally advising the cognizant state and federal agencies of termination of this Agreement.
- b. Reno, Sparks, County and NDOT shall:
- (1) Each comply with the NPDES permit conditions applicable to its own areas of responsibility.
 - (2) Each participate in storm water permit coordinating committee meetings.
 - (3) Each fund and implement permit compliance efforts within its own areas of responsibility and will fund its negotiated share of all joint efforts.
 - (4) Each provide timely and accurate reports to Reno on compliance with applicable provisions of the NPDES permit and program implementation.
3. Coordinating Committee. There shall be a

coordinating committee consisting of four members and known as the "Storm Water Permit Coordinating Committee". Each of the parties hereto shall appoint in writing a committee member to the City of Reno Sanitary Engineer, who shall act as executive officer for the committee. Committee members shall serve without compensation or reimbursement, except as they may be entitled to the same from their employer. The procedures of the coordinating committee shall be as follows:

a. At its first meeting in each fiscal year, the members of the coordinating committee shall elect one of themselves to serve as chairman of said committee. The chairman shall serve as such until the election of this successor in the next fiscal year, or until the cessation of his membership on the committee, whichever is earlier. Vacancies in the office of chairman occurring between regular elections may be filled by the committee electing a chairman to serve until the next regular election. The chairman shall preside at all meeting of said coordinating committee. In the event the chairman shall be absent from any meeting, the members of the committee may elect a chairman pro-tem to serve as chairman during the latter's absence.

b. Reno shall provide a secretary for the coordinating committee. Said secretary shall keep minutes of said committee's proceedings and shall also have custody of all books, records, and papers of said committee.

c. Regular meetings of the coordinating committee shall be held at a time and place to be determined by the committee. Special meetings may be called at any time by the chairman or by two other members, to be held at a reasonable time and place specified in the notice calling the special meeting. Such notice shall be given of regular and special meetings as may be required by resolution of the committee and by the requirements of the Nevada Open Meeting Law, NRS Chapter 241.

d. Except as may be otherwise provided by resolution of the committee, the procedures to be followed by the coordinating committee at its meetings shall be those set forth in Robert's Rules of Order. The coordinating committee may act by resolution or motion.

e. The coordinating committee shall have the following powers and duties in addition to the powers and duties granted elsewhere in this Agreement:

- (1) Prepare an annual work program and budget and recommend the same to Reno, Sparks, County and NDOT for inclusion in their respective work programs and budgets.

- (2) Tender its advice to the City Councils of Reno and Sparks, the County Commission and the Director of NDOT with respect to any and all matters relating to storm water permit compliance and policies relative thereto.

(3) Tender its advice to the City Councils of Reno and Sparks, the County Commission and the Director of NDOT with respect to amendments to this Agreement.

4. Program Costs. All shared costs, including the cost of the NPDES permit, will initially be allocated to each co-permittee by taking the total shared costs and dividing by the number of co-permittees for the first year only. Cost sharing in subsequent years shall be negotiated on an annual basis. The projected shared costs of the first program year are estimated to not exceed Thirty Thousand Dollars and NO/100 (\$30,000.00). Each co-permittee will collect joint task shared costs on a fiscal year basis and report these costs to the coordinating committee at the end of the fiscal year. Each co-permittee responsible for a portion of the shared costs shall promptly reimburse to another co-permittee requesting the same its portion of the shared costs on any joint task.

5. Withdrawal From the Agreement. Any party hereto may withdraw from this Agreement and the joint program contemplated hereby sixty (60) days after giving written notice to all the other participants. Any withdrawing participant shall remain liable for its portion of any shared costs incurred to date of withdrawal.

6. Non-compliance With Permit Requirements. Any co-permittee found in non-compliance with the conditions of the NPDES permit within its own jurisdictional responsibilities shall be solely liable for any lawfully assessed penalties.

7. Authorized Signatures. The County Director of Public Works and the respective City Engineers or Directors of Public Works and the Director of NDOT shall be authorized to execute the application(s) for NPDES storm water permit(s), and to take all other necessary procedural steps to file the application(s) for NPDES storm water permit(s).

8. This Agreement shall have a term of five (5) years from the first day of August, 1990, subject to automatic renewal for a like period in the absence of objection thereto made in writing by any party hereto ninety (90) days in advance of the renewal date.

9. Amendments to Agreement. This Agreement may be amended by consent of the co-permittees. No amendment of this Agreement shall be effective unless it is in writing and signed by the duly authorized representatives of the co-permittees.

10. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Nevada. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in anyway be affected or impaired thereby.

11. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the co-permittee alleged to have waived or consented. Any consent by any co-permittee to, or waiver of, a breach by the other, whether

express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

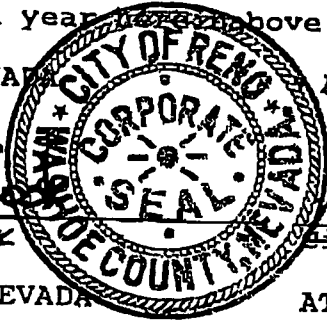
12. Applicability of Prior Agreements. This document constitutes the entire agreement between the co-permitees with respect to the subject matter. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year above first mentioned.

CITY OF RENO, NEVADA

ATTEST:

BY [Signature]
Mayor, City Clerk



[Signature]
City Clerk of the City of Reno
Mayor

CITY OF SPARKS, NEVADA

ATTEST:

BY [Signature]
Mayor

[Signature]
City Clerk of the City of Sparks



WASHOE COUNTY, NEVADA

ATTEST:

BY [Signature]
Chairman, Board of Commissioners

[Signature]
Washoe County Clerk

NEVADA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY [Signature]
Director

[Signature]
Administrative Services Officer
NDOT

APPROVED AS TO FORM

[Signature]
City Attorney