

**SIXTH AMENDMENT
TO
COOPERATIVE AGREEMENT FOR CONTRACTUAL
PROFESSIONAL AND ADMINISTRATIVE STAFF SERVICES**

The following Sections of the COOPERATIVE AGREEMENT (the “Agreement”), dated November 7, 2008, entered into between Washoe County (the “County”), a political subdivision of the State of Nevada, and the Western Regional Water Commission (the “WRWC”), a Joint Powers Authority created pursuant Chapter 531, Statutes of Nevada 2007, the “Western Regional Water Commission Act” and cooperative agreement under Chapter 277, Nevada Revised Statutes, are hereby amended to provide as follows:

2. TERM.

The term of this Agreement, unless otherwise terminated or extended as provided herein, shall be from the “Effective Date” of this Agreement, as further defined in Section 7, until June 30, 2021.

4. REIMBURSEMENT.

For each year of this Agreement, or for future years of the Agreement should the Parties mutually agree to continue this arrangement, the WRWC will allocate sufficient resources in its annual budget to fully and promptly reimburse the County for the wages, benefits, and allocated overhead of the Assigned Employees attributable to providing the Services defined in Section 3.5, above. For budgeting purposes, compensation for the Services provided shall be set at a level sufficient and equivalent to cover fully the County’s actual direct and indirect costs for the Services provided, including, but not limited to, wages, hours, mileage reimbursement, compensatory time, sick leave, special sick leave, annual leave, insurance premiums, worker’s compensation coverage and claims, pension and other post-employment benefits, and all other benefits the County now provides, or may provide in the future. Reimbursable allocated overhead shall include, but not be limited to, the categories and items listed in Exhibit G, subject to approval of the WRWC Water Resources Program Manager, or his successor, or any person in

a functionally equivalent successor position, to carry out the specific intention of the Parties to fully reimburse the County for all of its direct and indirect costs related to providing the Services. The County shall be responsible for the payment of any insurance and Worker's compensation claims that were made by the Assigned Employees prior to the Effective Date of this Agreement. Reimbursement will be in the form of a Journal Entry transferring funds from the Regional Water Management Fund to an applicable fund designated by the County, and shall exclude documented wages, benefits, and allocated overhead attributable to tasks and duties performed by the Assigned Employees for the benefit of the County pursuant to Section 3.7, above. Such fund transfer shall occur at the end of each County two-week pay period except for reimbursement of allocated overhead which shall occur at least annually.

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 Sixth Amendment is effective July 1, 2019, regardless of the dates of execution by the Parties ("Effective Date").

WESTERN REGIONAL WATER COMMISSION

WASHOE COUNTY

Dated this ____ day of _____, 2019

Dated this ____ day of _____, 2019

By _____
Vaughn Hartung
Chair

By _____
Vaughn Hartung
Chair, Washoe County Commission

APPROVED AS TO FORM:
Rhodes Law Offices, Ltd.

APPROVED AS TO FORM:
Washoe County District Attorney

By _____
John B. Rhodes, WRWC Legal Counsel

By _____
Paul A. Lipparelli
Assistant District Attorney

EXHIBIT G**OVERHEAD CATAGORIES****1. Washoe County Community Services Department (“CSD”)**

Categories identified as benefiting the Western Regional Water Commission (“WRWC”) may include the following; however, additional categories may also be applicable. The basis of allocation and final categories will be evaluated and finalized by the WRWC Water Resources Program Manager, or his successor, or any person in a functionally equivalent successor position, and County Management.

- a. Finance and Administrative Staff who provide service to the WRWC, including all employee-related costs outlined in Section 4 of the Sixth Amendment to the Agreement.
- b. Services and Supplies
 - Building Janitorial
 - Repairs and Maintenance
 - Copy Machine Expense
 - Office Supplies
 - Telephone / Land Lines
 - Office Space
 - Electric and Gas
 - Water and Sewer
 - Software (not provided by Information Technology Dept.)

2. Washoe County General Fund – Utilities Indirect Cost Allocation Plan

- a. Building Charge
- b. County Manager – Admin
- c. County Manager – Communications & Media
- d. County Manager – Management & Budget
- e. Comptroller
- f. Facilities Management
- g. Tech Services – Admin
- h. Tech Services – Other
- i. Tech Services – Enterprise Infrastructure
- j. Tech Services – Customer & Enterprise Solutions
- k. Human Resources
- l. Purchasing
- m. Treasurer