

**INTERLOCAL AGREEMENT FOR SHARING COSTS TO SUPPORT THE ACTIVITIES OF THE TRUCKEE MEADOWS
REGIONAL PLANNING AGENCY FOR 1990-'91**

WHEREAS, the Nevada State Legislature did approve, in June of 1989, an amendment to Chapter 278 of N.R.S. establishing a regional planning commission and a regional planning governing board for the jurisdictions of Reno, Sparks and Washoe County; requiring the three local governments to cooperate in the timely development and adoption of a comprehensive regional plan; and further requiring the local governments to share proportionally in the costs of staffing and carrying out the regional planning functions, including legal services needed by the regional planning commission or the governing board; and

WHEREAS, the Nevada State Legislature further requires the regional planning governing board each year to adopt an annual budget sufficient to enable it to carry out its mandated functions and to transmit this annual budget to each member's local government as a recommendation for funding; and

WHEREAS, the City of Reno, the City of Sparks and Washoe County are the participating local government members of the Truckee Meadows Regional Planning Agency; and

WHEREAS, each of these members is a "public agency" within the meaning of NRS 277.100 and is capable of entering into an Interlocal Agreement executed in accordance with the Interlocal Cooperation Act (NRS 277.080 to 277.180, inclusive);

NOW, THEREFORE, IT IS HEREBY AGREED by each of the parties hereto as follows:

- A. The parties to this Interlocal Agreement hereby commit to provide funding during the fiscal year beginning July 1, 1990 and ending June 30, 1991 to support the annual regional planning activities of the regional planning governing board, its planning commission and its staff, in the following proportional amounts:
- | | | |
|------------------|--------------|--------------|
| City of Reno | \$200,800.00 | (40 percent) |
| City of Sparks | \$150,600.00 | (30 percent) |
| County of Washoe | \$150,600.00 | (30 percent) |
- B. The parties hereto further commit to provide funding in the same proportional amounts in future fiscal years pursuant to budgets adopted by the regional planning governing board for the support of regional planning activities.
- C. The City of Sparks Finance Director is hereby designated as the Depository Manager for funds provided by the parties to this agreement. The Depository Manager shall provide for proper accounting for all revenues and expenditures associated with the regional planning agency activities; is authorized to apply reasonable common service charges to recover the costs of providing accounting and administrative services; and shall provide interest revenues for funds held on deposit by the City of Sparks.
- D. The parties to this agreement hereby direct their finance directors, or treasurer, to provide the regional planning funds specified in this agreement on a quarterly basis, with quarterly installments due on July 15, October 15, January 15, and April 15 of each fiscal year.
- E. Funds not expended in a fiscal year may be carried forward into the succeeding fiscal year budget and shall be shown as a fund balance therein.
- F. Costs for all legal services needed by the regional planning commission or the governing board shall be shared proportionally as shown above. An amount for legal services shall be identified in each fiscal year budget.

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- G. The Executive Director of the Truckee Meadows Regional Planning Agency is hereby designated as the Administrator for the revenues and expenditures provided pursuant to this agreement. The Administrator shall be responsible for managing and coordinating budgeted revenues and expenditures throughout the fiscal year; for approving all claims for payment; and for providing member agencies with an annual report on the status of the regional planning agency accounts and the purposes toward which expenditures have been made.
- H. The Administrator, in cooperation with the Depository Manager, shall arrange for an annual independent audit of the regional planning funds and accounts and shall present the results of such audit to the parties signatory to this agreement.
- I. The original copy of this agreement as signed by all parties hereto shall be forwarded to the Nevada Attorney General in accordance with NRS 277.140; and upon approval by the Nevada Attorney General this agreement shall be filed in the manner required by statute and shall have the force and effect of law. The Executive Director is directed to file a copy of this Agreement in the office of the Washoe County Recorder and in the office of the Nevada Secretary of State.

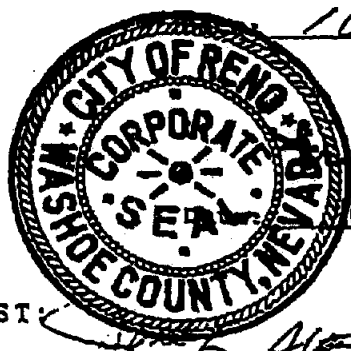
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year appearing by the signatures below:

REGIONAL PLANNING GOVERNING BOARD,
 and through the Governing Board
 By: [Signature]
 Chair-person

CITY OF RENO,
 By and through its City Council
 By: [Signature]
 Mayor

CITY OF SPARKS,
 By and through its City Council
 By: [Signature]
 Mayor Date 8/27/90

COUNTY OF WASHOE,
 By and through its Board of County Commissioners
 By: [Signature]
 Chair-person



ATTEST:
[Signature]
 Jane L. Stewart, City Clerk
 Date: 8/27/90

Approved as to proper form and compatibility with the laws of the State of Nevada, pursuant to NRS 277.140.

ATTORNEY GENERAL OF THE STATE OF NEVADA
 By: [Signature] CHIEF
 DEPUTY ATTORNEY GENERAL

Date: August 21 1990
 Date: OCTOBER 22, 1990