



# WASHOE COUNTY

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CM/ACM	<u>CS</u>
Finance	<u>DN</u>
DA	<u>SH</u>
Risk Mgt.	<u>DC</u>
HR	<u>N/A</u>
Comptroller	<u>CH</u>

## STAFF REPORT BOARD MEETING DATE: July 26, 2016

**DATE:** July 6, 2016

**TO:** Board of County Commissioners

**FROM:** Dave Solaro, Architect, P.E., Director,  
Community Services Department, 328-3624, [dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)

**THROUGH:** Kevin Schiller, Assistant County Manager

**SUBJECT:** Possible action to approve a Right of Entry Agreement between Washoe County and the City of Reno for the construction of a helipad by the Community Services Department to be used by the Washoe County Health District, Vector-Borne Diseases Program at Fire Station 12 in the South Meadows area. (Commission District 2.)

### SUMMARY

Possible approval of a Right of Entry between Washoe County and the City of Reno for construction by the Community Services Department or a helipad to support the Washoe County Health District, Vector-Borne Diseases Program to stage, land and fly a helicopter at City of Reno Fire Station 12 for mosquito treatment of 700 acres in the South Meadows and Damonte Ranch area.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

### PREVIOUS ACTION

June 23, 2016 – The District Board of Health approved an Interlocal Agreement with the City of Reno for the use of land to stage, land and fly a helicopter at Reno Fire Station 12.

### BACKGROUND

The Vector-Borne Diseases Program has previously staged a helicopter at the northern terminus of South Meadows Parkway for mosquito treatment in the South Meadows and Damonte Ranch area. With the Southeast connector project under construction the current location at South Meadows Parkway will no longer be available. Other potential locations that were targeted for staging resulted in more ferrying costs, reducing the efficiency of the mosquito applications. The Health District and the City of Reno identified the City of Reno Fire Station 12 location as a central point having the most efficient flight radius.

The Health District approached the Community Services Department to provide the labor and equipment for construction of a 50 foot by 50 foot helipad. Washoe County Community Services Operations division has many new faces and has determined that this little project can be used for training of the many new employees, without affecting the potential safety of the driving public. Since Washoe County will be doing the work on City of Reno property, a Right of Entry has been requested, similar to how work is done on County owned property.

### **FISCAL IMPACT**

It is estimated that the cost to construct the helipad by the Community Services Department will be approximately \$4,000 and will take two days to complete. This cost is an acceptable cost based on the return in employee training that will occur with this opportunity. The personnel and equipment involved are funded through the Roads Division, cost center 216002.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve the Right of Entry Agreement between Washoe County and the City of Reno for the construction of a helipad by the Community Services Department to be used by the Washoe County Health District, Vector-Borne Diseases Program at Fire Station 12 in the South Meadows area.

### **POSSIBLE MOTION**

Should the Board agree with the recommendation, a possible motion would be: "Move to approve the Right of Entry Agreement between Washoe County and the City of Reno for the construction of a helipad by the Community Services Department to be used by the Washoe County Health District, Vector-Borne Diseases Program at Fire Station 12 in the South Meadows area."

## **RIGHT OF ENTRY AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, is made by and between City of Reno, a municipal corporation, (the "Landowner"), and Washoe County, a political subdivision of the State of Nevada, (the "Licensee").

### **1. GENERAL.**

1.1 Property. Landowner is the owner of certain land located in Reno, Washoe County, Nevada, more commonly known as APN 140-212-04, Reno Fire Station #12 of which is more particularly shown on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

1.2. Entry/Improvements. Licensee desires to enter ("Entry") onto a certain portion of the Property for the purposes of constructing a helicopter pad See Exhibit A for location.

1.3. Consideration. In consideration for Entry, Licensee shall be responsible for all costs and expenses related to construction of the helicopter pad, including compliance with all applicable erosion control, drainage, air quality and dust control measures and permitting requirements.

### **2. TERMS OF ENTRY.**

2.1. Entry and Work. Subject to compliance with the provisions of this Agreement, Licensee is hereby granted the right and license to enter the Property during the term hereof for the purposes of construction of an approximately 50 foot by 50 foot helicopter pad with a structural section of 3 inches of asphalt on six inches of gravel base per City of Reno local street standards on the Property (the "Work"). No fee shall be charged by Landowner for Entry. All Work shall be performed and made at Licensee's sole cost and expense and shall meet comply with all federal, state and local helicopter pad construction requirements. Licensee shall be strictly liable for all claims of, all activities of, and compliance with, all contractors, vendors, material men, and other third parties involved with the Entry and the Work. Landowner makes no warranty or representation that any material or condition existing on the Property will be fit for Licensee's intended use. Licensee shall not excavate fill material from the Property. Dust control shall be maintained by Licensee to Landowner's satisfaction and Licensee shall be responsible for compliance with all applicable federal, state and local air emissions requirements. All access to the Property shall be subject to the Landowner's approval and designation of route. Entry and all Work shall be scheduled and coordinated prior to commencement with the Fire Chief or his designee. Licensee shall not traverse, trespass on or disturb other real property owned by Landowner, unless prior written consent from Landowner is obtained.

2.2. Non-exclusive Right. The right and license of Entry granted herein is non-exclusive. Landowner may continue to use and to enjoy the Property in any manner not inconsistent with the right of Entry granted herein.

### **3. TERM.**

3.1. Commencement and Termination. This Agreement shall commence, and be binding and effective on the parties, on the last date of the execution by a party hereto.

This Agreement shall terminate on the date when all Work and restoration has been satisfactorily completed and approved by Landowner. All work and restoration must be complete prior to \_\_\_\_\_. Notwithstanding, either party shall have the option of terminating this agreement upon 30 days notice to the other party. In the event the Agreement is terminated prior to completion of the work, Licensee shall, at its sole expense, restore the Property in accordance with Paragraph 6 prior to vacating the Property.

4. **COMPLIANCE WITH REQUIREMENTS.** Licensee shall comply with all applicable permits, authorizations, laws, rules and regulations of local, state and federal governmental authorities, including, without limitation, all Environmental Laws (hereinafter defined) in performing Work, and shall take every precaution to protect and safeguard the Property.

5. **LIENS.** Licensee shall pay when due all bills and amounts due for labor, services or materials provided for or incorporated in the Property for the Work pursuant to the Entry. Licensee shall remove or cause to be removed within fifteen (15) days after recordation thereof any claims of mechanic's or material men's liens or other charges or encumbrances against the Property that arise from or relate to the Entry and the Work.

6. **RESTORATION AND INDEMNITY.** Licensee, at its sole expense, agrees to restore the Property to its original condition to the extent reasonably possible upon completion of the Work and termination of this Agreement. Licensee's obligation hereunder to restore the Property shall include, without limitation, the removal of any debris, equipment, structures, fixtures, supplies, materials and other items necessary and incidental to Entry and performance of the Work. Restoration shall include remediation of all hazardous materials caused by the Work. Such remediation shall meet all EPA requirements and comply with all federal, state and local law, regulations, ordinances and standards. Landscaping that was removed or damaged during the Work shall also be replaced. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's rights to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own 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 as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, within 30 calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate in legal counsel.

7. **ENVIRONMENTAL.** Licensee will not, nor will Licensee authorize any other person or entity, during the term of this Agreement, to manufacture, process, store, distribute, use, discharge, place, or dispose of any Hazardous Substances (hereinafter defined), in, under or on the Property or any property adjacent thereto. For purposes hereof, "Hazardous Substances" shall include: 1) those substances defined as "hazardous substances", "hazardous materials", "toxic substances", "toxic material"; or "regulated substances" under any federal, state or local law, ordinance, regulation, statute or rule; 2) any petroleum based or related products except petroleum products used in construction

of the Work performed hereunder; and 3) any other substance, material or waste regulated under any federal, state or local law, ordinance, regulation, statute or rule relating to the aforementioned, to the environment or to industrial hygiene (collectively, "Environmental Laws").

**8. NOTICES.**

All notices and demands by any party hereto to any other party, required or desired to be given hereunder shall be in writing and shall be validly given or made only if personally delivered or deposited in the United States mail, postage prepaid, return receipt requested or if made by Federal Express or other similar delivery service maintaining records of deliveries and attempted deliveries, or if made by facsimile. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner.

Any notice or demand to Licensee shall be addressed to Licensee at:

**Washoe County:**

Eric Crump, Operations Division Director  
Washoe County Community Services Department  
PO Box 11130  
Reno, NV 89520

Any notice or demand to Landowner shall be addressed to Landowner at:

**City of Reno:**

Attention: Fire Chief and Public Works Director  
PO Box 1900  
Reno, Nevada 89505

The parties may change their addresses for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

**9. Miscellaneous.**

A. Assignment. Neither this Agreement nor any rights or obligations of Licensee hereunder may be transferred, assigned or conveyed by Licensee without the written consent of Landowner, provided that Licensee may delegate performance of obligations hereunder to contractors or others performing the Work on the Property. Said delegation shall not relieve Licensee of liability hereunder.

B. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination shall survive the termination and shall not be merged therein.

C. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns.

D. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof thereafter shall be construed as if such invalid, illegal, or unenforceable term or conditions had never been contained herein.

E. Time. Time is of the essence to the performance of any provision of this Agreement. If the date for performance of any provisions of the Agreement is a Saturday, Sunday, or banking holiday (in the State of Nevada), the date for performance shall be extended until the next day that is not a Saturday, Sunday or banking holiday.

F. Waiver. Either party may specifically waive any breach of the terms and conditions hereof by the other party, but no waiver specified in this Section shall constitute a continuing waiver of similar or other breaches of the terms and conditions hereof. All remedies, rights, undertakings, obligations, and agreements contained herein shall be cumulative and not mutually exclusive.

G. Governing Law. The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Nevada, and venue shall be in Washoe County, Nevada.

H. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an executed original, and all of which together shall constitute one and the same instrument.

I. Entirety and Amendments. This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreements and understandings if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought. No oral statements or representations made before or after the execution of this Agreement regarding the subject matter of this Agreement are binding on a party, nor may any such oral statements or representations be relied on by a party.

J. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

K. Headings. Headings used in this Agreement are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

L. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

M. No Recordation. Neither this Agreement nor any notice hereof shall be recorded in the office of the Washoe County Recorder.

**IN WITNESS WHEREOF**, the parties hereto or a representative or either have set their hands and subscribed their signatures as of the date and year indicated.

**LICENSEE:**

**COUNTY OF WASHOE, a political subdivision of the State of Nevada**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kitty K. Jung  
Chair, Washoe County Commission

STATE OF NEVADA

COUNTY OF WASHOE

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, Kitty K. Jung, Chair, Washoe County Commission, personally appeared before me, a Notary Public, and acknowledged to me that the party executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**LANDOWNER:**

**City of Reno, a Municipal Corporation**

By: \_\_\_\_\_ Date \_\_\_\_\_  
John Flansberg, Public Works Director

STATE OF NEVADA

COUNTY OF WASHOE

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_ personally appeared before me, a Notary Public, and acknowledged to me that the party executed the above instrument for the purpose therein contained.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

EXHIBIT A



Created: February 22, 2016

Washoe County Technology Services - Regional Services Division (GIS), PO Box 11130, Reno NV 89520-0027 [www.washoecountygis.com](http://www.washoecountygis.com) (775) 328-3819

**DISCLAIMER:** This information is provided as a service to the citizens of Washoe County. No warranties of any kind, expressed or implied, are provided, including usage, availability, content, interpretation, accuracy, currency or timeliness. This information is not intended for use as an address locator and should be noted that not all county addresses will be found. For example, parcels containing multiple addresses may only contain a single address as recorded in the Assessor's database. This information cannot be used for the purpose of boundary resolution or location. Boundary outlines are provided for cartographic and representational purposes only and are not intended to be used for any measurement, subdivision, or delineation. Assessor's Office Disclaimer: This public information is furnished by the Washoe County Assessor's Office and should be accepted and used by the recipient with the understanding that the data was developed and collected for assessment purposes only. No liability is assumed as to the accuracy, efficiency or suitability of the information contained herein for any other particular use. The Assessor's Office assumes no liability whatsoever with the use or misuse of such data. For questions about assessment data, please contact the Washoe County Assessor's Office Public Service Center at (775) 328-2277. zoning information should be verified with the appropriate zoning agency.