



# WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM LS  
Finance DN  
DA ✓  
Risk Mgt. DS  
HR N/A  
Comptroller MS

## STAFF REPORT BOARD MEETING DATE: January 12, 2016

**DATE:** December 3, 2015  
**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:** Approve a License Agreement between Washoe County and Truckee Meadows Water Authority for the Western Skies Emergency Management Flood Preparedness Storage Container. (All Commission Districts.)

### SUMMARY

Approval of a License Agreement between Washoe County and the Truckee Meadows Water Authority (TMWA) for storage of a Flood Preparedness Storage Container on APN 140-051-23 owned by TMWA. The storage container was installed in 2005 and there is no record of an agreement for the placement of the container on the subject site. This license agreement will allow continued occupancy of approximately 1,000 square feet of the site for flood preparedness activities in the community.

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

### PREVIOUS ACTION

No previous action associated with this item.

### BACKGROUND

Washoe County Emergency Management in conjunction with the Community Emergency Response Team (CERT) have distributed around the community five flood preparedness storage containers. The containers are cargo containers filled with supplies to be used during flood events, such as sand bag stations. It has recently come to the attention of Washoe County and the Truckee Meadows Water Authority (TMWA) that one of the containers is on TMWA land and a license agreement for the continued use of the site is necessary. The location is near the intersection of Western Skies Drive and Equestrian Road in the south Truckee Meadows.

AGENDA ITEM # 805

**FISCAL IMPACT**

There is no cost associated with this license agreement.

**RECOMMENDATION**

It is recommended that the Board of County Commissioners approve a License Agreement between Washoe County and Truckee Meadows Water Authority for the Western Skies Emergency Management Flood Preparedness Storage Container.

**POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:  
"Move to approve a License Agreement between Washoe County and Truckee Meadows Water Authority for the Western Skies Emergency Management Flood Preparedness Storage Container."

## LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between TRUCKEE MEADOWS WATER AUTHORITY, a joint powers authority entity created pursuant to a cooperative agreement among the cities of Reno, Nevada, Sparks, Nevada, and Washoe County, Nevada, pursuant to NRS Chapter 277, hereinafter referred to as (“Licensor”) and WASHOE COUNTY, a Political Subdivision of the State of Nevada (“Licensee”).

### WITNESSETH:

WHEREAS, Licensor is the sole owner of the property situate in the County of Washoe, State of Nevada, known as Assessor’s Parcel Number 140-051-23 (the “Property”), which Licensor uses in connection with the operation of a water well and other public water facilities (“Western Skies Truck Fill Station”); and

WHEREAS, the Property hosts an emergency supplies Conex box container owned by Licensee, and Licensee desires a location on the Property for storage of the container and ingress and egress onto the property for the purposes of accessing supplies from said container for emergency events;

NOW THEREFORE, in consideration of the mutual exchange of promises and other consideration the receipt of which is hereby acknowledged, and the mutual covenants described herein, the parties hereto agree as follows:

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive, revocable license (the “License”) across the surface of the Property for purposes of i) ingress and egress to the emergency storage container and ii) accessing emergency supplies needed during emergency events, more particularly described in Exhibit “A” and shown on Exhibit “B”, subject to the terms of this Agreement (“License Area”). Licensor’s water system operations shall at all times have priority over any other use of the License Area by Licensee, and Licensee shall not directly or indirectly use, occupy, or improve the License Area or permit others to do so in any manner that impairs, impedes, or otherwise adversely affects Licensor’s use of the Property for public water system operations.

2. **Warranty and Representations by Licensee.** Licensee acknowledges Licensor’s rights to use and access the License Area shall at all times remain senior to rights of Licensee, and there are times when the water fill station and access road in the License Area will need to be utilized by construction equipment and vehicles accessing the water fill station by Licensor. Licensor makes no representation or warranty, and shall have no obligation or liability of any kind whatsoever to any person, arising from or

related to the operation and maintenance of the Western Skies Truck Fill Station or Licensor's use of the License Area, excluding therefrom any act or negligence of Licensor.

3. **Term.** This License may be terminated at any time by Licensor in the event Licensee is in material default or breach of any provision hereunder that cannot be cured within a commercially reasonable period of time or in the event Licensee acquires alternate access rights to relocate the Conex box to another location satisfactory to Licensee's needs. This license may also be terminated by the Licensor if the water related facilities are abandoned and the Licensor sells the property or changes the use.

4. **Permits and Laws.** Licensee shall obtain, at its sole cost, any and all permits (if any) which may be required for Licensee's use of the License Area. Licensee further agrees to comply with all applicable federal, state and local laws, rules and regulations in the operation of the License Area. Licensee agrees to indemnify and hold harmless Licensor from any and all damages, fines, or penalties resulting from Licensee's failure to obtain the necessary permits and/or failure to comply with any applicable laws, rules or regulations, or any use of the License Area by Licensee or an agent or invitee of Licensee.

5. **Limitation to Described Purpose.** The License Area may be used by Licensee solely for the uses described herein. No permanent buildings or improvements, additions, alterations, or modification of any kind, sort or nature, shall be made upon the herein Licensed Area. The Licensed Area shall include an area of approximately 1,000 square feet 50' x 20' which area will contain the Conex box and a sand pile to be used in the event of an emergency for filling sand bags.

6. **Indemnification and Nonliability of Licensor and Attorneys Fees.** Licensee agrees to protect, indemnify and save harmless Licensor, against and from any and all claims, loss, damage or liability (including reasonable attorneys fees) arising from Licensee's or its agents or representatives' negligent acts or omissions in connection with its use or possession of the Property, including without limitation any breach or default on the part of Licensee pursuant to the terms of this License or arising from any strict liability, excluding therefrom any act or negligence of Licensor. In the case of such claim, Licensee, upon notice from Licensor, shall defend such action or proceeding by counsel reasonably satisfactory to Licensor.

7. **Liability Insurance.** Licensee agrees to procure and maintain in force during the term of this License, at Licensee's expense, public liability insurance in companies and through brokers approved by the Insurance Commissioner of the State of Nevada. Licensor acknowledges and agrees that Licensee is self insured and that said self-insured status satisfies the requirements of this section.

8. **Condition of Premises.** Licensor does not warrant or represent that the License Area is safe or suitable for the purposes stated herein or intended to be used under the terms of this License.

9. **Right to Enter.** It is understood and agreed that the Licensor shall have the right at any time during the term of this License to use the License Area for its own purposes and to enter in and upon the License Area to access the Western Skies Truck Fill Station, or other facilities incidental to the public utility business. Any vehicle which blocks access to the Western Skies Truck Fill Station, where the owner cannot reasonably be contacted, will be towed at Licensee's expense.

10. **Non-Assignability.** The License granted hereunder is a personal privilege granted to Licensee and is not assignable to any person.

11. **Waste, Nuisance or Unlawful Activity.** Licensee shall not allow any waste beyond reasonable use and wear on the License Area, or use, or allow the License Area to be used, for any purpose prohibited by law, ordinance, rule or regulation or for any purpose which will constitute a nuisance. Licensee agrees to pay the cost of repairs beyond such reasonable wear and tear upon the License Area for damages caused by Licensee.

12. **Liens and Encumbrances.** During the term of this License, or any extension thereof, Licensee shall not place any liens or encumbrances on the Property, and shall keep the Property free and clear of all liens and encumbrances arising out of any work performed, material furnished or obligations incurred by the Licensee.

13. **Entire Agreement.** This document embodies the entire understanding of the parties as to the License that is the subject matter hereof, and there are no terms, covenants or conditions of such License other than those set forth herein. This License may be amended only by a document in writing, executed by both parties with the same formality as this instrument.

14. **No Waiver.** No waiver of any breach or breaches of any provision hereof shall be construed to be a waiver of any proceeding or succeeding breach of said provision or any provisions hereof.

15. **Notices.** All notices herein provided to be given, or which may be given, by any party to the other, shall be deemed to have been fully given when served personally on Licensor or Licensee, or when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

Licensor: Truckee Meadows Water Authority  
Natural Resource Department  
Attn: Heather Edmunson  
P.O. Box 30013  
Reno, NV 89520

Licensee: Washoe County  
Community Services Department  
Attn: Dave Solaro  
P.O. Box 11130  
Reno, Nevada 89520

IN WITNESS WHEREOF, the Licensee has signed this License Agreement and Licenser has executed the same by its duly authorized officer the day and year first above written.

**TRUCKEE MEADOWS WATER  
AUTHORITY, a Joint Powers Authority**

**WASHOE COUNTY**

By: \_\_\_\_\_  
MARK FOREE, General Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

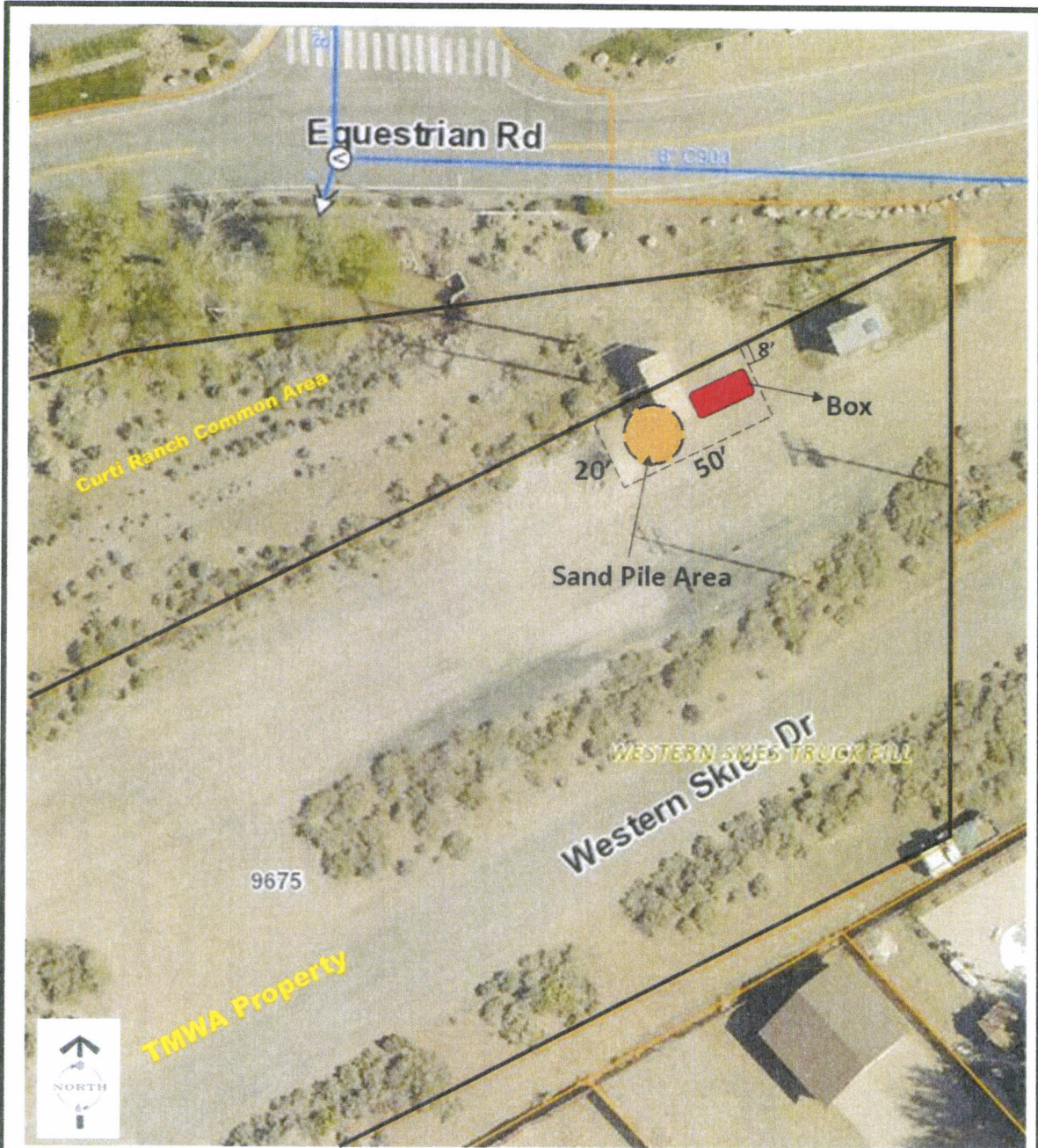
All that real property situate in the County of Washoe, State of Nevada, being all those portions of Section 27, Township 18 North, Range 20 East, M.B.D.& M., described as follows:

Commencing at the North quarter corner of said section 27; thence South  $00^{\circ} 11' 49''$  West, along the North-South centerline 1343.20 feet; thence South  $89^{\circ} 28' 27''$  West, 2033.13 feet to the true point of beginning; thence South  $62^{\circ} 48' 17''$  West, 685.21 feet to the West line of said Section 27; thence long said West line South  $00^{\circ} 08' 43''$  East, 611.66 feet; thence South  $56^{\circ} 57'$  East, 119.11 feet; thence North  $00^{\circ} 08' 43''$  West, 559.34 feet; thence North  $62^{\circ} 48' 17''$  East, 574.55 feet; thence North  $00^{\circ} 31' 33''$  West, 167.86 feet to the True Point of Beginning.

NOTE: the above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Washoe County, Nevada on February 15, 1984, as Document No. 907248 of Official Records.

APN: 140-051-23

EXHIBIT "B"



\* Drawing Not to Scale



EXHIBIT MAP  
WASHOE COUNTY  
LICENSE AGREEMENT  
APN: 140-051-23