



# WASHOE COUNTY

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## STAFF REPORT

BOARD MEETING DATE: September 22, 2015

**DATE:** August 28, 2015  
**TO:** Board of County Commissioners  
**FROM:** Jennifer Budge, CPRP, Park Operations Superintendent  
Community Services Department, 328.2181, [jbudge@washoecounty.us](mailto:jbudge@washoecounty.us)  
**THROUGH:** Eric Crump, Operations Division Director  
Community Services Department, 328.2182, [ecrump@washoecounty.us](mailto:ecrump@washoecounty.us)  
**SUBJECT:** Approve an Interlocal Agreement between the Washoe County Health District and Washoe County for ambient air monitoring stations on various Washoe County properties. (All Commission Districts.)

### SUMMARY

If approved, this agreement formalizes the placement of two existing ambient air monitoring stations on Washoe County properties (Lemmon Valley Park and Incline Service Center) and authorizes the Community Services Department Director to authorize future locations as needed. Per the terms of the agreement, all future locations would be evaluated by County staff and involve a robust public input and review process with noticing prior to approval. There is no expiration to the agreement, unless terminated by either party.

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

### PREVIOUS ACTION

**August 27, 2015-** Washoe County District Board of Health approved "Ratification of Interlocal Agreement between the Washoe County Health District and Washoe County to provide multiple locations for the Health District to locate, install, operate, and maintain Air Monitoring Equipment for the period upon ratification until terminated by either party; and authorized the Chair to execute."

**May 5, 2015-** Washoe County Open Space and Regional Parks Commission recommended to the Board of County Commissioners approval of proposed Ambient Air Monitoring Station at Lazy 5 Regional Park.

### BACKGROUND

The Air Quality Management Division operates an ambient air monitoring network throughout Washoe County to measure air pollution concentrations and disseminate information to the public. There are currently seven monitoring sites strategically located

AGENDA ITEM # 3E1

across Southern Washoe County that continuously collect air pollution data and automatically update local and national websites including AirNow.gov allowing for real time air quality measurements to the public. This agreement formalizes the placement of Air Monitoring Equipment on Washoe County property.

Currently there are two locations with active Air Monitoring Equipment:

- Lemmon Valley Park (Parcel number 080-461-31)
- Incline Service Center (Parcel number 132-020-23)

An Air Quality Monitoring site located at 305 Galletti Way (South end of NDOT equipment yard) will be discontinued in November 2015. To more appropriately distribute the site locations across the Truckee Meadows, a new site is being established on Washoe County property and that location is included in this Agreement:

- Lazy 5 Regional Park (Parcel number 083-024-06)

A public notice was sent out and a subsequent public meeting was held at the Washoe County Open Space and Regional Parks Commission meeting to obtain public input at the proposed location at Lazy 5 Regional Park. A copy of the meeting notice is attached and there were no adverse comments from the public.

If approved, the Agreement becomes active upon approval and may be terminated by either party with 60 days written notice.

#### **FISCAL IMPACT**

No fiscal impact to the Community Services Department-Regional Parks. The cost and expense of all labor, materials, maintenance and repair of the equipment on these sites is entirely the responsibility of the Health District and is an ongoing expense already accounted for by the Air Quality Management program.

#### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve an Interlocal Agreement between the Washoe County Health District and Washoe County for ambient air monitoring stations on various Washoe County properties.

#### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Agreement between the Washoe County Health District and Washoe County for ambient air monitoring stations on various Washoe County properties."



# Washoe County COMMUNITY SERVICES DEPARTMENT

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## PUBLIC MEETING NOTICE

### PROPOSED PROJECT:

### AIR QUALITY MONITORING STATION AT LAZY 5 REGIONAL PARK

Dear Property Owner:

Washoe County, through its Community Services Department, owns and manages Lazy 5 Regional Park, located just south of the Serena Springs Homeowners Association. The Washoe County Health District Air Quality Management Division is proposing to install an Ambient Air Monitoring Station at the park in the location shown on the map on page 2. The Environmental Protection Agency (EPA) requires local monitoring agencies to have air quality monitoring stations throughout our region to monitor the air for pollutants for the health of the community.

The dimensions of the proposed station would be approximately 8 ft. x 12 ft. inside an 8 ft tall black iron security fence of approximately 16 ft. x 24 ft. A 10 meter tower with meteorological instrumentation is included on the structure. A conceptual depiction of the site is shown in the photograph on page 2.

Air Quality Management will be presenting detailed information on this proposed project and you are invited to provide testimony relative to this matter at the following meeting:

#### MEETING INFORMATION:

Washoe County Open Space and Regional Parks Commission  
TUESDAY, MAY 5, 2015 at 2:30pm (meeting agenda also provided)  
1001 East 9<sup>th</sup> Street – Commission Chambers  
Reno, NV 89512

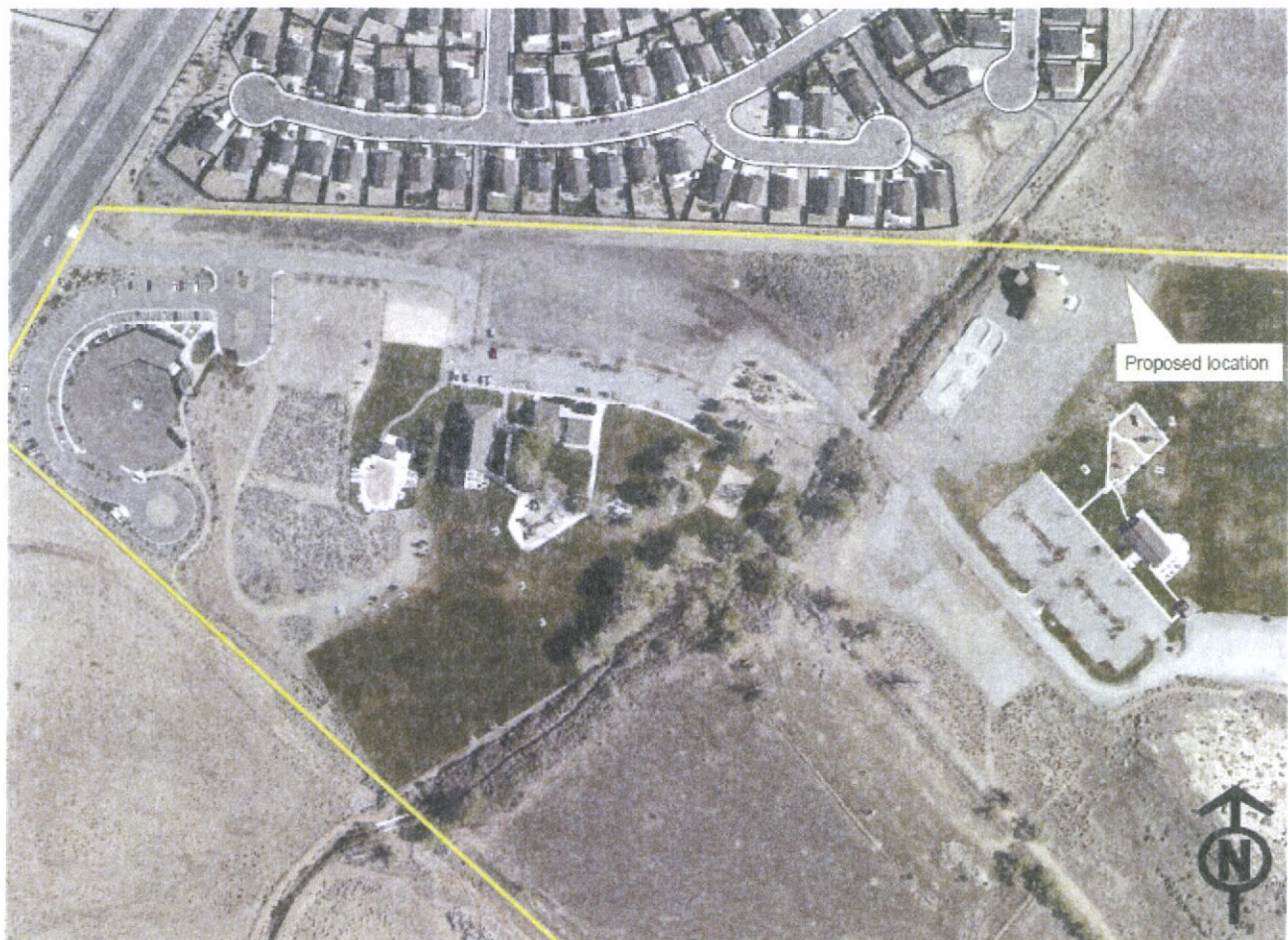
Should you have any questions on this project, please contact:

**AIR QUALITY:** Daniel Inouye, Monitoring and Planning Branch Chief  
775.784.7214; [dinouye@washoecounty.us](mailto:dinouye@washoecounty.us)

**PARKS:** Jennifer Budge, Park Operations Superintendent  
775.328.2181; [jbudge@washoecounty.us](mailto:jbudge@washoecounty.us)



Visual simulation of proposed Spanish Springs Monitoring Station



**LAZY 5 REGIONAL PARK - PROPOSED MONITORING STATION LOCATION**

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3101 Longley Lane · P.O. Box 11130, Reno, Nevada 89520-0027  
Phone (775) 823-6500 · Fax (775) 829-8014

## INTERLOCAL AGREEMENT

1. PARTIES This Interlocal Agreement (“Agreement”) is entered into between Washoe County (“Washoe”) by and through its duly constituted Board of County Commissioners and the Washoe County Health District (“Health District”), collectively the “Parties.”

2. RECITALS

2.1 The Parties are public agencies under NRS 277.100.

2.2 NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform.

2.3 The Air Quality Management Division of the Health District operates an ambient air monitoring network throughout Washoe County to measure air pollution concentrations and disseminate information to the public which serves the public interest.

2.4 The Health District wishes to place ambient air monitoring instruments used to measure air pollution concentrations (Air Monitoring Equipment) on specific locations authorized on land owned by Washoe (the “Property”), which are desirable as sites for Air Monitoring Equipment. The cost and expense of all labor, materials, maintenance and repair of the equipment will be entirely the responsibility of the Health District.

3. LICENSE AND COOPERATION

3.1 Washoe grants a non-exclusive license to the Health District to locate, install, operate and maintain Air Monitoring Equipment on the following lands owned by Washoe:

3.1.A Currently Assessor’s Parcel Number 080-461-31, commonly known as Lemmon Valley Park (Lemmon Valley Park). The Air Monitoring Equipment shall be installed in substantial conformance to the design and location as shown in Exhibit A, attached hereto and incorporated herein.

3.1.B Currently Assessor’s Parcel Number 083-024-06, commonly known as Lazy 5 Regional Park (Lazy 5 Regional Park). The Air Monitoring Equipment shall be installed in substantial conformance to the design as shown in Exhibit B, attached hereto and incorporated herein.

3.1.C Currently Assessor’s Parcel Number 132-020-23, commonly known as Incline Service Center (Incline Service Center). The Air Monitoring Equipment shall be installed in substantial conformance to the design as shown in Exhibit C, attached hereto and incorporated herein.

3.2 Locations may be added or removed from Section 3.1 upon authorization in writing by the Director of Community Services Department, or his designee.

3.3 Washoe agrees to cooperate with the Health District in the obtaining of any governmental permits required.

3.4 Washoe agrees to cooperate with the Health District in obtaining electric power to the Property.

3.5 Within 90 days after the termination of this Agreement, or after the removal of Air Monitoring locations outlined in 3.1, Health District agrees to restore the Property to a condition reasonably approximating the condition of the Property before the Air Monitoring Equipment was installed.

#### 4. EQUIPMENT AND DATA

4.1 Data collected by the Air Monitoring Equipment shall be available to the public upon request at reasonable business hours at the Air Quality Management Division of the Health District.

4.2 Washoe shall have no duty to operate or maintain the Air Monitoring Equipment which shall remain the property of the Health District and shall be removed within 90 days of the termination of this Agreement at the cost and expense of the Health District. However, this Agreement shall automatically terminate, without more, upon the removal of all of the Air Monitoring Equipment by the Health District.

#### 5. INDEMNIFICATION & TERMINATION

5.1 The Health District agrees, to the extent allowed by state law, to hold harmless, indemnify and defend Washoe from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which Washoe may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents, or servants of the Health District in connection with the performance of the duties or obligations of this Agreement.

Washoe agrees, to the extent allowed by state law, to hold harmless, indemnify and defend Health District from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which Health District may be subjected as a result of any claim, demand, action, or cause of action arising out of the negligent acts, errors or omissions on the part of the employees, agents, or servants of Washoe in connection with the performance of the duties or obligations of this Agreement.

5.2 This Agreement shall remain in effect from the Effective Date until terminated as provided herein. This Agreement may be terminated by either party upon 60 days prior written notice for any or no reason.

6. MISCELLANEOUS PROVISIONS

6.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

6.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

6.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

6.4 This Agreement may not be modified, terminated, or amended in any respect, except pursuant to an instrument in writing duly executed by the parties.

6.5 In the event either party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing party or parties in such action or proceeding shall reimburse the prevailing party or parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

6.6 No delay or omission by either party in exercising any right or power hereunder shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

6.7 All notices, demands or other communications required or permitted to be given in connection with this Agreement, shall be in writing, and shall be deemed delivered when personally delivered to a party (by personal delivery to an officer or authorized representative of a corporate party) or, if mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the parties as follows:

If to Washoe:            Director of Community Services  
                                 Washoe County  
                                 P.O. Box 11130  
                                 Reno, Nevada 89520

If to Health District:   Administrative Health Services Officer  
                                 Washoe County Health District  
                                 P.O. Box 11130  
                                 Reno, Nevada 89520

Any person may change its address for notice by written notice given in accordance with the foregoing provisions.

6.8 The Agreement may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be recorded.

6.9 This Agreement is effective the date it is signed by the last party provided all the Parties have first signed and approved it ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**WASHOE COUNTY**

**HEALTH DISTRICT**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Marsha Berkgigler, Chair  
Board of County Commissioners

By: \_\_\_\_\_  
Kitty Jung, Chair  
District Board of Health

ATTEST:  
\_\_\_\_\_

ATTEST:  
\_\_\_\_\_

Approved as to form:  
\_\_\_\_\_

Approved as to form:  
\_\_\_\_\_

Attorney for Washoe

Attorney for Health District



Exhibit A

Lemmon Valley Park

Exhibit A  
Washoe County Assessor's Parcel Number 080-461-31  
"Lemmon Valley Park"



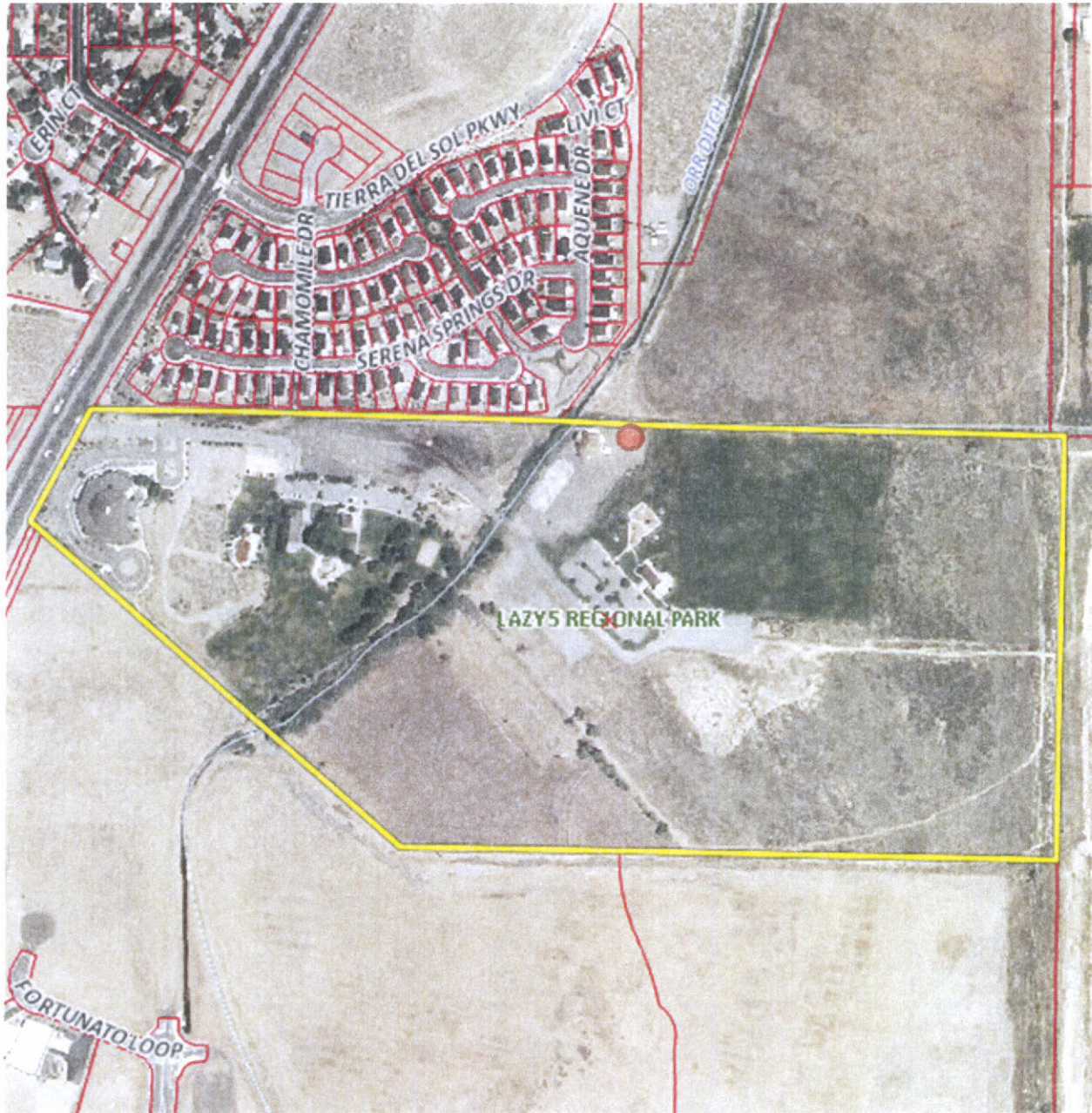
● = Air Monitoring Equipment

July 13, 2015

Exhibit B

Lazy 5 Regional Park

Exhibit B  
Washoe County Assessor's Parcel Number 083-024-06  
"Lazy 5 Regional Park"



● = Air Monitoring Equipment

July 13, 2015

**Exhibit C**

**Incline Service Center**

Exhibit C  
Washoe County Assessor's Parcel Number 132-020-23  
"Incline Service Center"



● = Air Monitoring Equipment

July 13, 2015