



Reviewed By: *Yngrene Quinn*  
(Health Department)

Date: 6/28/11

*[Signature]*  
(City Manager)

Date: 6/28/11

*[Signature]*  
(District Attorney)

Date: 6/28/11

*Nancy Paulson*  
(Finance Director)

Date: 6/28/11

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

CONTRACT #2011-3

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District  
To Carson City for Carson River Mosquito Control

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2011, is entered into by and between CARSON CITY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, CARSON CITY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and accordingly must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CARSON CITY is proposing to perform activities for mosquito control along the Carson River Corridor within the Carson City limits; and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$32,000.00 for fiscal year 2011-12 beginning July 1, 2011, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A".

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. CWSD hereby grants to CARSON CITY up to \$32,000.00 for fiscal year 2011-12 beginning July 1, 2011, and to grant CARSON CITY said amount in order to assist with the project set forth in Exhibit "A."
2. CARSON CITY will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$32,000.00.
5. This Contract shall terminate June 30, 2012, at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse CARSON CITY for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

8. a. Consistent with paragraph 7 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its 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 in this paragraph.
- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
9. For invoicing and notice purposes, the address of each party is as follows:

CARSON CITY  
Attn.: Marena Works  
Director, Health & Human Services  
900 E. Long St.  
Carson City, NV 89706  
(775) 887-2190

CWSD  
Attn.: Edwin James  
General Manager  
777 E. William St., #110  
Carson City, NV 89706  
(775) 887-7456

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
11. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.

12. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
13. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
14. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.
15. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to engage in cooperative action set forth herein.
16. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

DATED: \_\_\_\_\_

CARSON CITY

\_\_\_\_\_  
Robert Crowell, Mayor

DATED: 6/15/11

CARSON WATER  
SUBCONSERVANCY DISTRICT

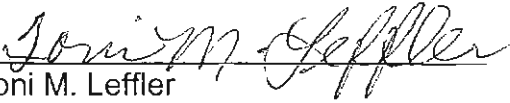
  
\_\_\_\_\_  
Doug N. Johnson, Chairman

ATTEST:

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Alan Glover  
Clerk/Recorder

ATTEST:



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Toni M. Leffler  
Secretary to the Board

Exhibit "A"  
Carson City for Carson River Mosquito Control

Carson City Health and Human Services (CCHHS) mosquito control program currently operates April through September, encompassing many sites throughout the Eagle Valley, including the Carson River from south of the prison to Deer Run Bridge.

Mosquito control is an important and basic public health function. The rapid spread of West Nile virus across the U.S. in the past few years demonstrates the need for organized mosquito control activities. However, local communities are challenged to develop and maintain these essential vector control programs, especially in tight budgetary times and when emergency situations have quieted.

During the first half of a traditional mosquito season our program focuses on pasturelands, water catch basins, and storm drains. In the second half of the mosquito season our focus is on the Carson River corridor, including the oxbows that form and the small pooling water that occurs in and around the banks of the river.

CCHHS believes in a multi-variant approach to mosquito control and strives for the most economical avenue. Larvae are confined to the aquatic habitat, which can be clearly identified and treated. CCHHS's approach includes:

- Source reduction (remove, cover, drain, fill) of larval habitats that are not environmentally sensitive or protected
- Monitoring (human, animal cases, field work-dipping and trapping)
- Chemical control (conventional and larvicides)
- Biological control (mosquito fish)
- Public education

The great majority of the lands identified for treatment along the Carson River corridor are managed by Carson City for open space and/or recreational use. These properties include Mexican Dam to the south, lower Silver Saddle Ranch, Carson river Park near Lloyd's Bridge, the Silver Saddle Ranch wetland, Riverview Park, the Mexican Ditch Trail, the Andersen Ranch, and Empire Ranch Trail up to the Morgan Mill Trailhead to the north.