

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: APRIL 12, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 0.00
BK-0410 PG- 2259 RPTT: 0.00



Name: T MICHAEL BROWN, COUNTY MANAGER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL CONTRACT #2010.090

(Title of Document)

FILED

NO. 2010.090

2010 APR 12 PM 12:43

TED YIRAN
CLERK

[Handwritten Signature]

**INTERLOCAL CONTRACT
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
THE DOUGLAS COUNTY MOSQUITO CONTROL DISTRICT**

This Contract is made by and between Douglas County (County), a political subdivision of the State of Nevada, and the Douglas County Mosquito Control District (MCD), a political subdivision of the State of Nevada and organized under the provisions of NRS Chapter 318.

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100 and 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; and

WHEREAS, each party is authorized by the laws of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, MCD was organized to provide mosquito abatement services for Douglas County; and

WHEREAS, the County desires to have MCD provide limited ground fogging and mosquito trapping to monitor for the West Nile Virus in the Lake Tahoe and Lake Topaz areas as those areas are not under the jurisdiction of the MCD;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- EFFECTIVE DATE OF CONTRACT AND EXTENSIONS.** The term of this contract shall commence upon approval of this contract by the governing boards of both parties and shall continue for a period of one year. This contract may be extended for an additional four successive one-year periods, unless terminated earlier in accordance with Paragraph Four.

BK- 0410
PG- 2260
04/13/2010
0761959 Page: 2 Of 5

2. **WORK TO BE PERFORMED.** MCD agrees to provide the personnel and equipment to provide limited ground fogging and mosquito trapping to monitor for the West Nile Virus in the Lake Tahoe and Lake Topaz areas of Douglas County, Nevada as shown in Exhibit A- Map of Areas to be Treated.
3. **PAYMENT FOR SERVICES.** MCD agrees to perform the work set forth in Paragraph Two at a cost not to exceed \$39,100. The County has the option to make one lump sum payment for the entire amount due or to make four quarterly payments in the amount of \$9775 per quarter. There is no provision for interest accruing on payments made under the quarterly system.
4. **TERMINATION OF CONTRACT.** Either party may revoke this contract without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County.
5. **COUNTY MANAGER.** The County Manager is expressly delegated the authority by the Douglas County Board of County Commissioners to administer, negotiate, extend or terminate this contract for the entire term of this contract, including the possible four extensions.
6. **INDEMNIFICATION.** MCD agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by MCD or MCD's agents or employees.
7. **CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this contract shall be resolved by binding arbitration, with an arbiter to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to pay share the senior judge and any other related court fees. Each party is responsible for their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this contract.
8. **COMPLIANCE WITH APPLICABLE LAWS.** MCD shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract.
9. **COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of MCD related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

10. **MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties.

11. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.

12. **NON APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accord with the terms of this contract, this contract shall automatically terminate and all fees due and owing shall be paid.

13. **ASSIGNMENT.** MCD shall neither assign, transfer nor delegate any rights, obligations or duties under this contract.

14. **ENTIRE CONTRACT.** This contract constitutes the full and final contract between the parties and shall not be modified except in writing and signed by both parties.

15. **NOTICE.** All written notices under this contract shall be delivered to the following officials at the addresses stated:

County Manager
Douglas County, Nevada
Post Office Box 218
Minden, Nevada 89423

District Manager
Mosquito Control District
Post Office Box 1732
Gardnerville, Nevada 89410

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IN WITNESS WHEREOF, the parties hereto have caused this Contract for Mosquito Abatement Services to be executed.

On behalf of and with authority to sign for Douglas County:

By: Michael A Olson April 1, 2010
Michael Olson, Chair (Date)

On behalf of and with authority to sign for Douglas County Mosquito Control District:

By: Irv Phillips April 10
Irv Phillips, Chair (Date)

Attest:

Ted Thran
Ted Thran
Douglas County Clerk

BY: Luanne Sweeney
CLERK TO THE BOARD

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: April 12, 2010
T. Thran Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: Carol M. [Signature] Deputy