

Assessor's Parcel Number: N/A

Date: JULY 5, 2019

Recording Requested By:

Name: NATALIE WOOD, COUNTY MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00093780201909314040130139

KAREN ELLISON, RECORDER

INTERLOCAL AGREEMENT #2019.110

(Title of Document)

FILED

NO. 2019-110

7-5-19
DATE

DOUGLAS COUNTY CLERK
Minden, NV

BY  DEPUTY

INTERLOCAL AGREEMENT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE DOUGLAS COUNTY MOSQUITO ABATEMENT DISTRICT

This Interlocal Agreement (“Agreement”) is made by and between Douglas County, a political subdivision of the State of Nevada (County), and the Douglas County Mosquito Abatement District (“DCMAD”), a political subdivision of the State of Nevada organized under the provisions of Chapter 318 of the Nevada Revised Statutes. The County and DCMAD are at times collectively referred to hereinafter as the “parties” or individually as a “party.”

RECITALS

WHEREAS, the parties are public agencies which desire to enter into a contract in conformance with NRS 277.100 and NRS 277.180(1) which 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;

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

WHEREAS, DCMAD was organized to provide mosquito abatement services for Douglas County and areas within its jurisdiction;

WHEREAS, the County desires to have DCMAD provide mosquito abatement to include surveillance, larvicide treating, ground fogging and mosquito trapping to monitor for the West Nile virus in an area of Douglas County owned property which is not open to the public; and

WHEREAS, the County and DCMAD will be able to provide more effective and efficient services by entering into this Agreement.

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

1. Effective Date of Agreement and Term. The Agreement shall commence July 1, 2018, and continue to June 30, 2020, unless terminated in accordance with Paragraph 4 below. The term of the Agreement may be extended by the County up to three times for an additional term of two years each by providing notice to DCMAD. The parties anticipate that the abatement

season will generally be from April 1st to October 1st of each calendar year but services will be provided on an as-needed basis.

2. Services Provided. DCMAD agrees to provide all personnel and equipment necessary to provide surveillance, larvicide treating, ground fogging and mosquito trapping in the following areas:

- a. Within certain areas located in the Lake Tahoe Basin/Stateline (Stateline to Cave Rock) as shown in **Exhibit "A"** attached hereto and made a part of this Agreement.
- b. On certain areas within the Topaz Ranch Estates General Improvement District and Community Center as shown in **Exhibit "B"** attached hereto and made a part of this Agreement.
- c. On certain areas located at the Park Ranch and the Topaz Lake Recreation Area as shown in **Exhibit "C"** attached hereto and made a part of this Agreement. With respect to surveillance and trapping on the Park Ranch land designated in Exhibit "C," the County will be promptly notified if any mosquitos are tested for the West Nile Virus and provided with an estimated cost to apply aerial adulticide.

3. Payment for services. DCMAD agrees to perform the work set forth in Paragraph 2 at a cost not to exceed Twenty-One Thousand Dollars (\$21,000) per calendar year. The cost breakdown for the specific services to be performed are as follows:

- a. For the Lake Tahoe Basin/Stateline area, the schedule of fees is attached as **Exhibit "D"** attached hereto and made a part of this Agreement.
- b. For the Topaz Lake area, the schedule of fees is attached as **Exhibit "E"** attached hereto and made a part of this Agreement.

DCMAD agrees to send an invoice to County for the services to be rendered to County at the beginning of each abatement season, typically July 1st, for services to be rendered during that calendar year. County will remit payment within 30 days of the County's receipt of DCMAD's invoice. Within 30 days of the execution of this Agreement by both parties, DCMAD will submit an invoice to County for services provided to County during Fiscal Year 2018-19 which will be promptly paid by County.

4. Termination of Agreement. Either party to this Agreement may terminate the Agreement without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice of the termination on the other party. Any monies due and owing up to the point of termination shall be paid to the DCMAD. Should payment have been received in advance for the full term of the Agreement, then upon notice of termination, DCMAD shall reimburse to the County monies not yet earned.

5. Indemnification. DCMAD agrees to indemnify, defend, save and hold the County, its officers, elected officials, agents and employees harmless from any and all claims, causes of action or liability arising from the performance of the Agreement by DCMAD, DCMAD's agents and employees unless it is established that the proximate cause of the circumstances which gave

rise to the liability was the willful misconduct or gross negligence of the officers, agents, or employees of Douglas County.

6. Construction of Agreement. The Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada and the parties agree that there shall be no presumption for or against the drafter in interpreting or enforcing the provisions of this Agreement. Any dispute regarding the Agreement shall be resolved by binding arbitration, with an arbitrator to be selected from a list of senior judges as maintained by the Nevada Supreme Court. The parties shall pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party shall be responsible for their own attorney's fees.

7. Compliance with Applicable Laws. DCMAD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders or requirements of any sort in carrying out its obligations under this Agreement.

8. County Inspections. The books, records, documents and accounting procedures and practices of DCMAD related to the Agreement shall be subject to inspection, examination and audit by the County including, but not limited to, the County Manager and the District Attorney or their authorized representatives.

9. Modification of Agreement. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

10. Severability. Should any provisions of this Agreement be shown to be illegal or invalid, the remaining provisions of the Agreement shall remain in full force and effect.

11. Authority. The parties represent and warrant that they have the authority to enter into this Agreement.

12. Standard of Care. DCMAD will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other technicians with similar skill and training. DCMAD agrees to use mosquito adulticide products certified by the Organic Materials Review Institute ("OMRI").

13. Third Party Beneficiaries. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either DCMAD or County.

14. Non-appropriated Funding. All payments and services provided under this Agreement 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 accordance with the terms of the Agreement, the Agreement shall automatically terminate and all fees then due and owing shall be paid to DCMAD.

15. Assignment. DCMAD shall not assign, transfer or delegate any its rights, obligations or duties under this Agreement. This Agreement is not intended to benefit any person or entity other than the entities that are signatories thereto.

16. Entire Agreement. This Agreement constitutes the full and final understanding and agreement between the parties and shall not be modified except in a writing signed by both parties.

17. Notices. All written notices under the Agreement shall be mailed or hand-delivered to the following officials at the addresses stated below:

TO: Douglas County
County Manager
P.O. Box 218
Minden, NV 89423

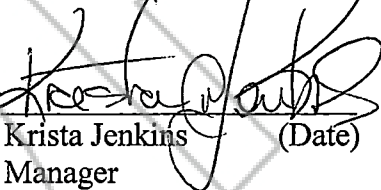
TO: DCMAD
District Manager
P.O. Box 1732
Gardnerville, NV 89410

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement between Douglas County and the Douglas County Mosquito Abatement District to be executed.

Douglas County

By  6/19/19
Patrick Cates (Date)
County Manager

Douglas County Mosquito Abatement District

By  6/12/19
Krista Jenkins (Date)
Manager

Douglas County Mosquito Abatement District -- StateLINE to Cave Rock Contract Boundaries

EXHIBIT "A"



© 2018 Google

Google Earth

EXHIBIT "B"

Topaz Ranch Estates & Community Center

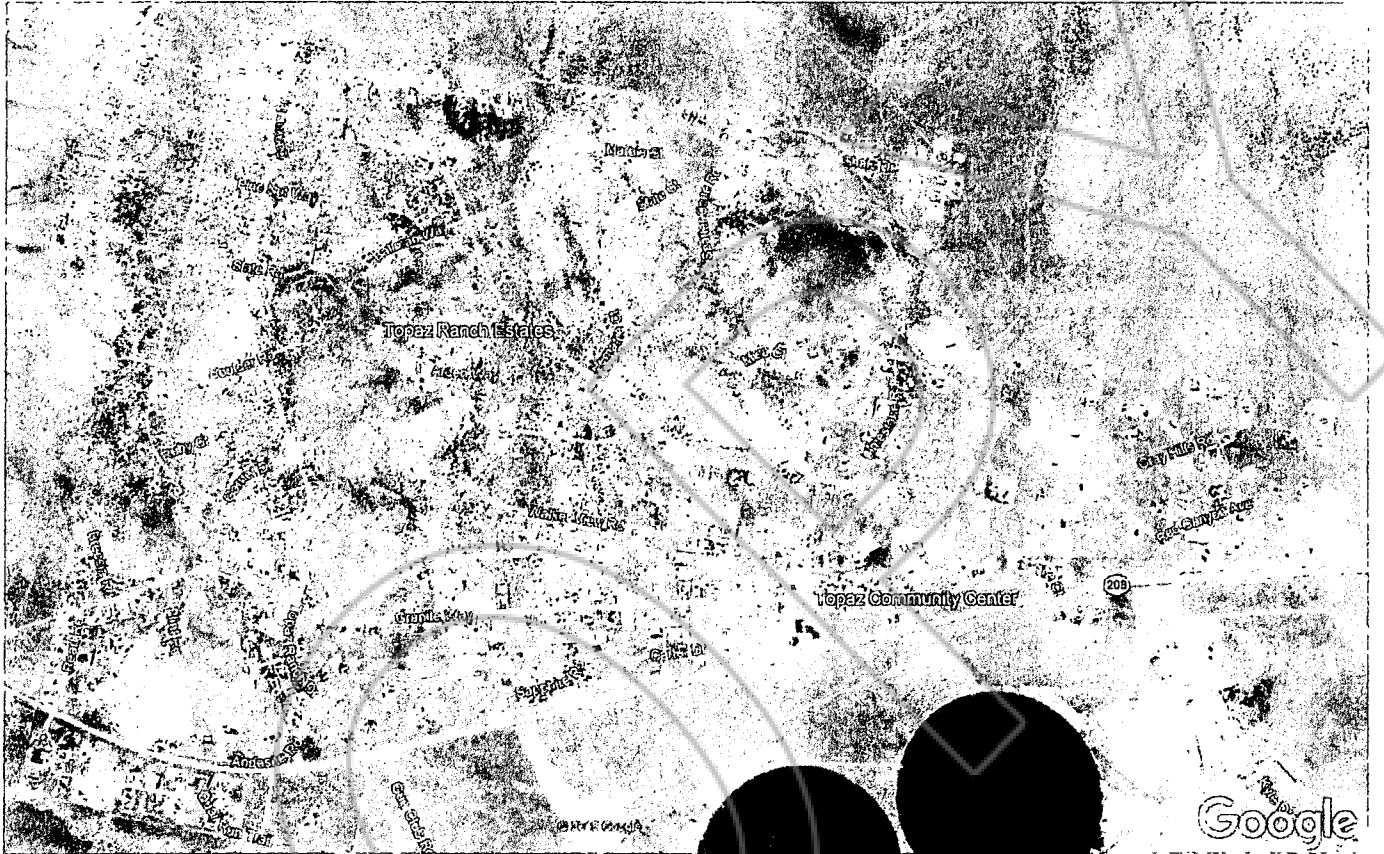


EXHIBIT "C"

Park Ranch and Topaz Campground



EXHIBIT "D"

Douglas County Mosquito Abatement District Breakdown for the Lake Tahoe Basin

Tahoe Abatement Season: April 1st to Oct. 1st.

South Tahoe Areas: Kingsbury Grade drains, Kahle Community Center three (3) retention ponds, Kahle Apartment retention pond and area drains, Tahoe Beach Club drains and ditch, Harvey's retention pond, Round Hill's 2 retention ponds, PineWild retention pond and drains and the Windy Way catch basin and concrete ditch.

Abatement Services Consists of:

- **Surveillance** – Regular inspections of mosquito breeding locations to determine if larvae is present in the water, identify species of larvae and prescribe course of action for treatment with best larvicide product for each location.
- **Larvicide** - Application of larvicide product into the water by hand, backpack machine or vehicle mounted granular applicator. Product residual can be for a minimum of 30 days up to a maximum of 150 days depending on condition of site.
- **Trapping** - The purpose of trapping is to monitor the adult population in any given area and have them tested for the West Nile Virus, SLE (St. Louis encephalitis) and WEE (Western Equine Encephalitis). Work includes preparation, setting and retrieving the traps. The mosquitoes will be sorted into species, pooled, labeled in preparation for testing by DCMAD. They will then be taken to the Nevada Dept. of Agriculture for testing of viruses.
- **Adulticiding** - If any of the mosquitoes test positive for a disease, a fogging event is put into action. This requires the release of a registered pesticide, Merus 3.0, into the area via truck mounted ground equipment to kill the adult mosquitoes.
- **Service Calls** – Responding to calls at the request of the public to check any standing water that may not be known to the District and the picking up of dead birds to have them tested for the West Nile Virus.

Time Allotment: South Tahoe

Surveillance - Three times per month approximately four (4) hours each trip = 12 hours.

Larviciding - Each treatment takes two technicians and equipment, the time depends on what needs to be treated. The approximate time is usually four hours with two technicians = 8 hours. We try to put the areas on a 30 day schedule using a 30 day product if applicable. There are usually 2 treatments at the minimum plus cost of all materials.

Adulticiding - If there are West Nile positive mosquitoes, then an event will be scheduled. This entails notification of area by news media, emails if possible and signage in the area. The effects of this application may last hours or one to days. It all depends on the temperature, wind conditions and humidity on that day. After an event is completed, we trap the next day to see if any adults are still present. If they are, we have them tested again for the virus. We do another application if

the virus is still present and repeat the process until no mosquitoes are tested positive.

Trapping - Typically we set 7 to 10 traps in different locations. They are set in the late afternoon and retrieved the next morning. Set time is 3 hours and retrieval time is 3 hours for a total of 6 hours, 3 times a month = 18 hours plus materials.

Service calls –There is no allotment for this as we never know when this may occur.

Contract Allotment for South Tahoe

Technicians - \$60 per hour

Equipment - \$45 per hour

Materials -	Briquettes – 1 per 100 sf. -	30 day	\$1.08 ea.
		150 day	\$3.10 ea.
	Granules - 10 lbs. per acre -	MetaLarv FG	\$29.00 per lb.
	Adulticide - .80 oz. per acre -	Merus 3.0	\$349.15 per gal.
	Dry Ice -		\$1.99 per lb.

EXHIBIT "E"

Douglas County Mosquito Abatement District Breakdown for Topaz

Topaz Abatement Season: May 1st to Oct. 1st.

Topaz Areas: Topaz Ranch Estates in response to service calls, Community Center, and Topaz Lake Campground and Park Ranch (Diamond X Ranch).

Abatement Services Consists of:

- Barrier Spray –Application of a barrier spray on the lawn areas at the Community center. This helps keep the mosquitoes out of the lawns.
- Trapping - The purpose of trapping is to monitor the adult population in any given area and have them tested for the West Nile Virus, SLE (St. Louis encephalitis) and WEE (Western Equine Encephalitis). Work includes preparation, setting and retrieving the traps. The mosquitoes will be sorted into species, pooled, labeled in preparation for testing by DCMAD. They will then be taken to the Nevada Dept. of Agriculture for testing of viruses.
- Adulticiding - If any of the mosquitoes test positive for a disease, a fogging event is put into action. This requires the release of a registered pesticide into the area via truck mounted ground equipment to kill the adult mosquitoes.
- Service Calls –Responding to calls at the request of the public to check standing water or any other problems and the picking up of dead birds to have them tested for the West Nile Virus.

Time Allotment: Topaz

Drive Time - Two hours round trip

Adulticiding - If there is West Nile positive mosquitoes, then an event will be scheduled, this entails notification of area by news media, emails if possible and signage in the area. Each adulticide event costs \$500 which includes the technician, equipment and product. In the contract the allotment is 3 events = \$1,500. The effects of this application may last hours or 1 to days. It all depends on the temperature, wind conditions and humidity on that day. After an event is completed, we trap the next day to see if any adults are still present. If they are, we have them tested again for the virus. We do another application if the virus is still present and repeat the process until no mosquitoes are tested positive.

Trapping - Regular traps are typically we set 10 traps in different locations. They are set in the late afternoon and retrieved the next morning. The time allotment varies upon location, but average for the TRE area is set 4 hours pick up 4 hours 3 times per month = 24 hours. Diamond X Ranch (Park Ranch) is set 4 hours pick up 4 hours 2 times per month = 16 hours for a total of 40 hours plus materials.

Barrier Spray-Start is usually upon request. Three hours with one technician, equipment and materials. Each application is \$545. This is done every 30 days.

Service calls –There is no allotment for this as we never know when this may occur.

Fogging Topaz Campground- Fogging of the Topaz Lake Recreation Area (“Topaz Campground”) will only occur if West Nile Virus positive mosquitoes are trapped. DCMAD will contact the Douglas County Parks Superintendent (Ryan Stanton: 775-690-0368) upon a positive test result and will go to the Topaz Campground and post a notice that West Nile Virus positive mosquitos are present and post a date and time of a fogging event. This event will be determined by the weather conditions. The day of the fogging event, DCMAD will ask the Parks Superintendent to notify any guests at the Topaz Campground to either leave or stay inside for at least one hour after the fogging event. DCMAD will trap for mosquitos the following day and test them for West Nile Virus. If the test comes back positive, DCMAD will begin another fogging event as outlined above until all tests come back negative for the virus.

Contract Allotment for Topaz Lake

Technicians -	\$60 per hour		
Equipment -	\$45 per hour		
Materials -	Trapping -	Dry Ice	\$ 1.99 per lb.
	Barrier Spray -	Polyzone	\$160 per tank (60 gals.)
	Briquettes – 1 per 100 sf. -	30 day	\$1.08 each
		150 day	\$3.10 each
	Granules - 10 lbs. per acre -	MetaLarv FG	\$29.00 per lb.
	Adulticide -	Merus 3.0	\$349.15 per gal.
	Dry Ice -		\$1.99 per lb.

Diamond X Ranch Adulticide Application Procedure:

If West Nile Positive mosquitoes are trapped, the District will call the Douglas County Manager and request that an adulticide event be created and carried out. This decision is made only by the County Manager or his designee. No aerial application will be performed until the County’s approval is received. Due to the nature of the area at this ranch, the only effective way in which to perform the application is by air.

Cost for 1,000 Acres

Chemical	\$1,260		\$1,260
Via Fixed Wing Aircraft	<u>\$4,000</u>	or	Via Helicopter
	\$5,260		<u>\$4,950</u>
			\$6,120

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

5th day of July, 2019

By Sharon R. [Signature] Deputy