

Mem #9-3D

**City of Carson City
Agenda Report**

Date Submitted: June 22, 2010

Agenda Date Requested: July 1, 2010

Time Requested: Consent

To: Carson City Board of Supervisors

From: Health and Human Services Department

Subject Title: Action to accept a grant award in the amount of \$32,000 from the Carson Water Subconservancy District for mosquito control along the Carson River within Carson City limits.
(Marena Works)

Staff Summary: This grant is supplemental funding to be used to perform activities for mosquito control along the Carson River. During 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.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve a grant award in the amount of \$32,000 from the Carson Water Subconservancy District for mosquito control along the Carson River within Carson City limits.

Explanation for Recommended Board Action: Mosquito control is an important and basic public health function. Carson City Health and Human Services (CCHHS) provides mosquito surveillance and control within Carson City city limits April through September of each year. These areas include the river corridor from south of the prison to Deer Run Bridge, wetlands, parks and other areas identified through larvae monitoring.

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: State Grant (No match required)

Supporting Material: Notice of grant award

Prepared By: Marena Works, Director

Reviewed By:

(Health Department)

(City Manager)

(District Attorney)

(Finance Director)

Date: 6/22/10

Date: 6/22/10

Date: 6/22/10

Date: 6/22/10

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

775/887-7450, fax 775/887-7457

June 17, 2010

Marena Works, Director
Carson City Health & Human Services
900 E. Long St.
Carson City, NV 89706

Re: Agreement Between CWSD and Carson City

Dear Ms. Works:

I am enclosing two originals of the Agreement #2010-8 between CWSD and Carson City for a Carson River Mosquito Control which was approved by the CWSD Board of Directors on June 17, 2010. After your board approves the agreement, please have both copies signed, retain one for your files, and return one to us. The date upon which your board approves the agreement is the date which should be placed on the first page. Thanks for your cooperation.

Sincerely,



Toni Leffler
Administrative Assistant

Enclosures

CONTRACT #2010-8

INTERLOCAL CONTRACT

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

THIS CONTRACT dated this ____ day of _____, 2010, 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 2010-11 beginning July 1, 2010, 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 2010-11 beginning July 1, 2010, 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, 2011, 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. 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.
7. a. Consistent with paragraph 6 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.

8. 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

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
10. 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.
11. 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.
12. 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.
13. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.

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

Mosquito control activities, by their very nature, have an effect on the environment. The ecosystem consists of a web of inter-relationships among organisms. Every practical effort must be made to minimize the negative consequences of mosquito control on the environment. One way to do this is to narrow the targets of our mosquito control program.

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. Other bodies of water that are components of the watershed including the Steinheimer Wetlands near Lompa Lane, multiple sites along the Linear Ditch Trail, and sites along Ash and Kings Canyon Creeks devoted to park use. Carson City policy towards the management of these lands is identified in the Parks and Recreation Master Plan and Open Space Master Plan calling for a stewardship component to ascertain the health of the ecosystems and resources and the safety of the users and nearby residents of these open spaces and park facilities. The mosquito abatement programs is a crucial component of our integrated stewardship policy.