

INTERLOCAL CONTRACT FOR PEST ABATEMENT SERVICES

THIS CONTRACT ("Contract") is made and entered into this 4th day of May, 2021, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as "COUNTY"), and the BULLHEAD CITY PEST ABATEMENT DISTRICT, a political subdivision of the State of Arizona (hereinafter referred to as "DISTRICT"), for the purpose of providing pest abatement services. COUNTY and DISTRICT are individually and collectively referred to as "Party" and "Parties".

RECITALS

WHEREAS, the Colorado River and its environs between Laughlin, Nevada, and Bullhead City, Arizona, are infested with aquatic insects commonly known as black flies and caddisflies, which are a public nuisance and health concern common to the jurisdiction of the Parties in this vicinity; and

WHEREAS, the Parties previously entered into an Interlocal Contract for Pest Abatement Services on June 14, 2016, for a one-year period with the option to renew for four (4) one-year periods; and

WHEREAS, the Parties desire to terminate, and not renew, the Interlocal Contract for Pest Abatement Services dated June 14, 2016 and, instead, desire to enter into this Interlocal Contract; and

WHEREAS, the COUNTY and DISTRICT desire to administer, for the benefit of the Parties, an Aquatic Insect Suppression Program to suppress black flies and caddisflies ("Aquatic Insect Suppression Program") whereby the COUNTY will apply chemical/larvicide/Bti for the suppression of black flies and the DISTRICT will be responsible for the biological control of the caddisflies, including the purchase and application of the biologics; and

WHEREAS, the DISTRICT will pay for and provide the boat rental for the Aquatic Insect Suppression Program, and the DISTRICT will purchase the chemical/larvicide/Bti for the black fly suppression and the biologics for the caddisfly suppression; and

WHEREAS, the DISTRICT, with assistance from the COUNTY, will create education and cultural practices with respect to the suppression of caddisflies; and

WHEREAS, the COUNTY will pay to the DISTRICT an amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) annually for the Aquatic Insect Suppression Program; and

WHEREAS, the Parties are public agencies pursuant to Nevada Revised Statute (NRS) 277.100 and the COUNTY is authorized to enter into this interlocal contract pursuant to NRS 277.180.

WHEREAS, the Parties are public agencies pursuant to Arizona Revised Statute (A.R.S.) Section 11-951, and DISTRICT is authorized to enter into this interlocal contract pursuant to A.R.S. §§11-951 to 11-952.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

1. The DISTRICT and the COUNTY will jointly conduct, maintain, and be responsible for the Aquatic Insect Suppression Program in the area of the Colorado River beginning at Davis Dam and continuing approximately thirteen (15 miles) downstream to the Fort Mojave Indian Reservation (“Suppression Area”).

2. The Aquatic Insect Suppression Program will consist of the COUNTY applying chemical/larvicide/Bti into the water of the Colorado River as often as necessary to suppress the black fly problem along the Suppression Area. The COUNTY will make the sole determination relating to the application of the chemical/larvicide/Bti, including when and how often it will be applied; however, it is estimated that a chemical/larvicide/Bti application will be required up to six (6) times each year with two (2) supplemental applications as needed. COUNTY agrees to be responsible for the National Pollutant Discharge Elimination System (NPDES) permit required for chemical/larvicide/Bti discharge.

3. The Aquatic Insect Suppression Program will also consist of the DISTRICT being responsible for the biological control of caddisflies, including the purchase and application of the biologics, which may include, but are not limited to, trout, bats, swallows, and predatory insects, to suppress the caddisfly. DISTRICT agrees to perform a minimum of two (2) stock and release events of biologics per year, the timing of which to be determined by the Parties.

4. The Aquatic Insect Suppression Program will also consist of the DISTRICT creating an educational and cultural program that will assist in the suppression of caddisfly along both sides of the Colorado River in the Suppression Area.

5. The Parties will be responsible to secure whatever permission is necessary, including, but not limited to, the entry onto federal or private lands for the purposes of the Aquatic Insect Suppression Program, and all permits, including, but not limited to, NPDES permits, as well as all applicable federal, state and local laws.

6. The COUNTY will provide trained and certified staff, material and equipment required for up to six (6) chemical/larvicide/Bti applications for suppression of black flies, per calendar year, with up to two (2) supplemental applications, as determined by the COUNTY.

7. The DISTRICT will be responsible for the purchase of the chemical/larvicide/Bti for the suppression of the black flies. Additionally, the DISTRICT will be responsible for providing, at no cost or expense to the COUNTY, the operation and use of a boat for the applications of the chemical/larvicide/Bti for the suppression of the black flies.

8. The COUNTY shall pay to the DISTRICT an annual amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), unless such sum is increased by the Board of County

Commissioners, but only to the extent such total sum is increased, at the start of each fiscal year that this Contract is in effect, subject to approval of funding and the appropriation of funds by the Board of County Commissioners.

9. The larvicide used for the suppression of the black flies must be approved by the United States Environmental Protection Agency and the wildlife agencies for the States of Arizona and Nevada and at no time will a larvicide be used that will and/or potentially harm non-target beneficial organisms. Additionally, the application of the chemical/larvicide/Bti will be controlled to ensure that solutions thereof in the Colorado River will not be harmful to humans, animals, fish or beneficial organisms.

10. Both Parties will comply with all terms and conditions of the NPDES permit issued to the COUNTY for the application of the chemical/larvicide/Bti, including, but not limited to, pre- and post-application monitoring of the black flies.

11. Each Party will be responsible for its own actions with the COUNTY's liability limited by Nevada law, including NRS Chapter 41.

12. This Interlocal Contract shall terminate June 30, 2022, unless terminated earlier by either Party with or without cause and upon thirty (30) days written notice. The Parties have the option to renew this Contract for four (4) one-year periods.

13. All notices hereunder by either Party, to the other Party, shall be in writing, delivered personally, be certified mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States Postal Mail, postage prepaid, addressed as follows:

Don Hendren BHCPAD Bullhead City Pest Abatement District
P.O. Box 20322
City of Bullhead City, Arizona 86439
928-727-4696 (Telephone) - Don Hendren, Director/Chairman
928-201-3227 (Telephone) – Daniel J. Oehler, Vice-Chairman

COUNTY:

Denis Cederburg, Director
Clark County Department of Public Works
500 South Grand Central Parkway, Suite 2066
Las Vegas, Nevada 89155-4000
Telephone: 702-455-6000

DISTRICT:

Don Hendren, Chairman
BHC Pest Abatement District
P.O. Box 20322
Bullhead City, Arizona 86439
Telephone: 928-727-4696

14. This Interlocal Contract shall be governed and construed in accordance with the laws of the State of Nevada.

15. No term or provision of this Interlocal Contract is intended to benefit any person, partnership, corporation or other entity not a party to this contract, including without limitation, any

broker, and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

16. The foregoing RECITALS are hereby incorporated herein by reference and made a part of this Interlocal Contract.

17. The Parties hereby terminate, and do not exercise the option to renew, the Interlocal Contract for Pest Abatement Services dated June 14, 2016.

18. This Interlocal Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Contract as of the date herein above set forth.

CLARK COUNTY, NEVADA

BULLHEAD CITY PEST ABATEMENT DISTRICT

RANDALL J. TARR
Assistant County Manager



DON HENDREN
Director/Chairman

ATTEST:


APPROVED AS TO FORM:

LYNN MARIE GOYA
County Clerk



RYAN H. ESPLIN
Deputy Mohave County Attorney

APPROVED AS TO FORM:



LAURA C. REHFELDT
Deputy District Attorney