

**City of Carson City
Agenda Report**

Date Submitted: June 6, 2014

Agenda Date Requested: June 19, 2014

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign an amendment to the Interlocal Agreement by and between Carson City and Douglas County, whereby Douglas County will provide Geographic Information Services (GIS) to Carson City. (Schulz)

Staff Summary: This amendment to the agreement allows Douglas County to continue providing GIS services to Carson City for an additional year.

Type of Action Requested: (check one)
(XXX) Resolution () Ordinance
() Formal Action/Motion () Other

Does This Action Require A Business Impact Statement: () Yes (XX) No

Recommended Board Action: I move to adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign an amendment to the Interlocal Agreement by and between Carson City and Douglas County, whereby Douglas County will provide Geographic Information Services to Carson City.

Explanation for Recommended Board Action: This amendment to the Interlocal agreement provides for a one (1) year extension to the agreement originally entered into in 2011. The agreement allows Douglas County to provide GIS services to Carson City. The one (1) year extension will be used to generate a catalog of GIS services and set metrics to measure the program's success.

Applicable Statue, Code, Policy, Rule or Regulation: NA

Fiscal Impact: \$250,000.

Explanation of Impact: NA.

Funding Source: GIS Fund.

Alternatives: Do not approve and direct staff otherwise.

Supporting Material:

1. Amendment to the Interlocal Agreement between City and Douglas County.
2. Resolution approving and authorizing the Mayor to sign the amendment.
3. 2011 executed Interlocal agreement between Carson City and Douglas County for GIS services.

Prepared By: David Bruketta, Utility Manager

Reviewed By: *[Signature]*
(Department Head)
Nicholas Marano
(City Manager)
[Signature]
(District Attorney)
Christi Al-ht
(Finance Director)

Date: 6/10/14
Date: 6/10/14
Date: 6/10/14
Date: 6/10/14

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT EXTENDING INTERLOCAL AGREEMENT FOR GIS SERVICES ONE YEAR

This "Amendment Extending Interlocal Agreement for GIS Services One Year" ("Amendment"), dated this ____ day of _____, 2014, is entered by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada ("COUNTY") and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada ("CITY"). It extends the original "Interlocal Agreement for GIS Services" ("Agreement") one year; from July 1, 2014 to June 30, 2015.

This Amendment extends the term of the Interlocal Agreement for GIS Services dated June 2, 2011, attached hereto, for one (1) year, from July 1, 2014 to June 30, 2015. All remaining terms and conditions of the Agreement shall remain in full force and effect.

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

CARSON CITY, NEVADA

DOUGLAS COUNTY, NEVADA

Mayor Robert L. Crowell
Board of Supervisors

Chairman Doug Johnson
Board of County Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Legality & Form:

Attorney

RESOLUTION NO. _____

RESOLUTION ADOPTING AND APPROVING AN AMENDMENT EXTENDING THE INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY AND CARSON CITY TO PROVIDE FOR GIS SERVICES

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the amendment to the Interlocal Agreement between Douglas County and Carson City, for Douglas County to provide GIS services to Carson City, desire to adopt and approve such amendment as required by NRS 277.110. A copy of the amendment is attached to this Resolution as Exhibit "A"; and

WHEREAS, both parties to the amendment to the Interlocal Agreement between Douglas County and Carson City are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the amendment to the Interlocal Agreement, between Douglas County and Carson City, for Douglas County to provide GIS services to Carson City are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the amendment to the Interlocal Agreement between Douglas County and Carson City, for Douglas County to provide GIS services to Carson City, shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, 2014 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST: _____
Alan Glover, Clerk - Carson City, Nevada

DOC # 0786455
07/18/2011 08:15 AM Deputy: DW
OFFICIAL RECORD
Requested By:
DC/GIS

Assessor's Parcel Number: N/A

Date: JULY 15, 2011

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 0.00
BK-0711 PG- 2846 RPTT: 0.00



Name: ERIC SCHMIDT, GIS
& COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL AGREEMENT #2011.164

(Title of Document)

COPY

INTERLOCAL AGREEMENT FOR GIS SERVICES

This Interlocal Agreement for GIS Services (the "Agreement"), dated this 2ND day of JUNE, 2011, is entered into by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter called COUNTY, and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called CITY. COUNTY and CITY are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties, unincorporated towns and consolidated municipalities, and CARSON CITY and DOUGLAS COUNTY are public agencies under that definition; and

WHEREAS, pursuant to the provisions contained in Chapter 277.180 of the Nevada Revised Statutes, the Parties are authorized to enter into agreements to perform a service, activity or undertaking which a public agency is authorized by law to perform; and

WHEREAS, pursuant to the provisions contained in Chapter 277 of the Nevada Revised Statutes, CITY may contract for such technical services that may be required; and

WHEREAS, the purpose of this Agreement is for COUNTY to provide certain technical support and maintenance services for Geographic Information System (GIS) services to CITY; and

WHEREAS; this Agreement will be of benefit to the COUNTY and CITY and will result in an increased GIS capability for CITY and at a cost savings for both COUNTY and CITY; and

WHEREAS; the COUNTY is willing and able to perform the services described herein; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is agreed as follows:

[Handwritten Signature]
2011 JUL 14 AM 11:46
2011.7.14

COUNTY AGREES:

1. To provide technical support and maintenance services to City as follows (collectively, the "Geographic Information System"):
 - Repository & Distributor for all Carson City GIS Data
 - Housing of Carson City GIS related Utility Data.
 - Maintenance of Carson City Master Plan and Zoning Data.
 - Maintenance of Carson City Land Use Data.
 - Maintenance of Carson City's FEMA Flood Data.
 - Maintenance of Carson City Roads Data.
 - Maintenance of Carson City Parcel Data.
 - Updates for Carson City 911 CAD Dispatch System.
 - Public Noticing Lists Creation.
 - Fire Department Run Books and Response Time Analysis support.
 - Street Pavement Management System analysis and map support.
 - Survey Control Network support and management.
 - Parks & Open Space mapping support.
 - Traffic data support.
 - GIS related HTE Database management.
 - JAC Route data updates.
2. To perform such other functions and duties related to the GIS services as CITY directs. COUNTY will provide a detailed protocol and method for delivery of GIS services to CITY for approval prior to beginning service. All GIS data used and or generated by COUNTY for CITY will be backed up and useable on CITY servers/computers. COUNTY and CITY staff agree to meet monthly or as often as necessary to coordinate delivery and use of COUNTY GIS services to CITY.
3. COUNTY agrees to provide a monthly report to CITY detailing any work completed and number of labor hours provided to CITY. COUNTY agrees to provide additional documentation substantiating any work provided to CITY if requested by CITY. The Agreement is premised on an average of approximately 330 service hours per month excluding management hours. If the total hours of labor provided to CITY in any fiscal year exceed 4,000 hours then COUNTY may bill CITY for the excess service hours of Labor at a rate of \$50.00 per hour.

CITY AGREES:

1. CITY agrees to pay COUNTY for the services provided hereunder at the annual rate of \$250,000 for fiscal year beginning July 1, 2011 and ending June 30, 2012 (the "Annual Service Fee"). CITY shall pay COUNTY \$125,000 on or before July 31, 2011 and \$125,000 on or before January 31, 2012. COUNTY and CITY will, by April 1, 2012 and April 1, 2013, review the costs of the labor and services provided to CITY and jointly agree on a new Annual Service Fee for each successive fiscal year of this Agreement. CITY shall pay COUNTY half of the Annual Service Fee on or before July 31 and the other half of the Annual Service Fee on or before January 31 of each fiscal year. Any labor provided to CITY in excess of 4,000 service hours per year will be paid at the rate of \$50.00 per hour.
2. CITY shall make payment within forty-five (45) days of receipt of invoice from COUNTY.
3. CITY will maintain its current GIS software and hardware at its cost.

IT IS MUTUALLY AGREED:

1. The term of this Agreement is one (1) year from July 1, 2011 through June 30, 2012. The Agreement shall be renewed automatically for a period of two (2) years, unless either Party provides written notice that it does not intend to renew the Agreement at least thirty (30) days prior to the termination date of June 30, 2012.
2. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Each Party agrees to perform their respective duties hereunder until the date of termination.
3. This Agreement constitutes the entire agreement of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by each Parties respective counsel.
4. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR CITY:

Andrew Burnham
Public Works Director
3505 Butti Way
Carson City, Nevada 89701
(775) 887-2355
Aburnham@carson.org

FOR COUNTY:

Eric Schmidt
GIS Supervisor
P.O. Box 218
Minden, NV 89423
eschmidt@co.douglas.nv.us

5. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other 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 Party, its officers, employees or 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 herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
8. All or any property presently owned by either Party shall remain in such possession upon termination of this Agreement, and there shall be no

transfer of property between the Parties, except as specifically provided herein, during the course of this Agreement.

9. 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 COUNTY or CITY arising from, or related to, this Agreement.
10. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and will present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
11. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is and shall remain a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
12. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
13. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.
14. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages incurred, and reasonable attorney's fees and costs incurred by the prevailing Party.
15. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The Parties expressly waive any claim for punitive damages and understand that the remedy for any willful or intentional misconduct shall be remedied through the political process.
16. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of a public

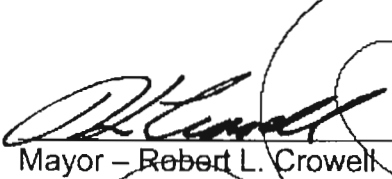
enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

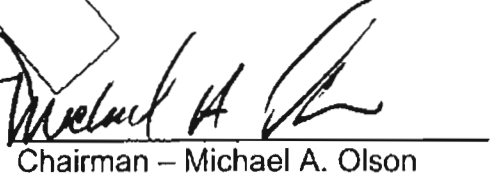
- 17. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement.
- 18. Any future modification of the GIS Services Agreement shall be subject to the provisions covered by this Agreement and approval of such modifications shall be in writing and signed by a representative of each Party.

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

CARSON CITY, NEVADA

DOUGLAS COUNTY, NEVADA


Mayor – Robert L. Crowell

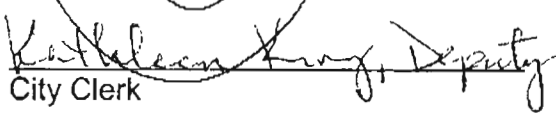

Chairman – Michael A. Olson

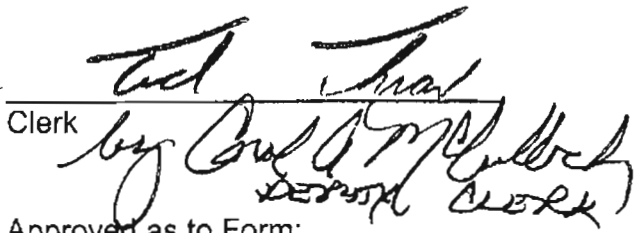
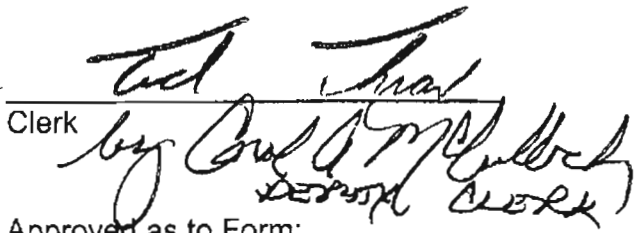
Board of Supervisors

Board of Commissioners

Attest:

Attest:


City Clerk


Clerk
by 
Deputy Clerk

Approved as to Legality & Form:

Approved as to Form:

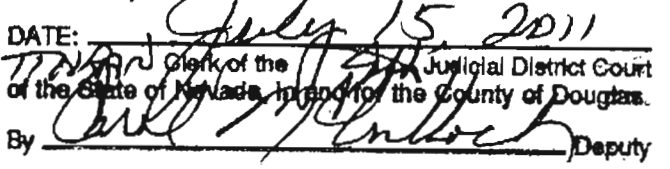

Attorney

Attorney

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: July 15, 2011

Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By 
Deputy