

**Carson City  
Agenda Report**

**Date Submitted:** August 25<sup>th</sup>, 2015

**Agenda Date Requested:** September 3rd, 2015  
**Time Requested:** 5 minutes

**To:** Mayor and Supervisors

**From:** Carson City Assessor's office

**Subject Title:** For Possible Action to adopt Resolution No. \_\_\_\_\_, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City Assessor's office and Lander County Assessor's office which provides for Carson City Assessor's office to maintain, create and update existing Parcel data sets for Lander County Assessor's office. (Dave Dawley) ddawley@carson.org

**Staff Summary:** This agreement provides for Carson City Assessor's office to provide to Lander County Assessor's office services for the maintenance, creation and updating of Lander County Assessor's Parcel data and sets forth the method of payment for the service.

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

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

**Recommended Board Action:** I move to adopt Resolution No. \_\_\_\_\_ a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City Assessor's office and Lander County Assessor's office which provides Carson City Assessor's office to maintain, create and update Parcel data for Lander County Assessor.

**Explanation for Recommended Board Action:** This agreement provides for Carson City Assessor's office to provide to Lander County Assessor's office services for the maintenance, creation and updating to Parcel data and sets forth the method of payment for service. Revenue is estimated to be \$12,500 to \$16,500 annually. The Lander County Board of Commissioners approved the Proposal at their meeting of July 1<sup>st</sup>, 2015.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS Chapter 277.180

**Fiscal Impact:** Approximately \$12,500 to \$16,500 annual revenue to the Assessor budget.

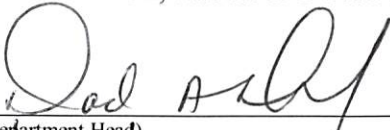
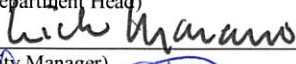
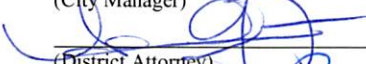
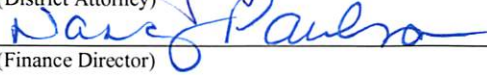
**Explanation of Impact:** \$12,500 to \$16,500 annual revenue.

**Funding Source:** Lander County Assessor's office.

**Alternatives:** Do not approve and direct staff otherwise.

**Supporting Material:** Interlocal Agreement between Carson City Assessor's Office and Lander County Assessor's Office.

**Prepared By:** Dave Dawley, Assessor – Carson City, Nevada  
Ken Shannon, Assessor's Office/GIS Analyst II – Carson City, Nevada

**Reviewed By:**  Date: 8/25/15  
(Department Head)  
 Date: 8/25/15  
(City Manager)  
 Date: 8/25/2015  
(District Attorney)  
 Date: 8/25/15  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN LANDER COUNTY ASSESSOR'S OFFICE AND CARSON CITY  
ASSESSOR'S OFFICE TO PROVIDE A LANDER COUNTY-WIDE PARCEL  
PROJECT BY CARSON CITY ASSESSOR'S OFFICE**

*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 each 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 Interlocal Agreement between Lander County Assessor's Office and Carson City Assessor's Office for providing Parcel data maintenance to Lander County Assessor's parcel data sets by Carson City Assessor's office, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

*WHEREAS*, both parties to the Agreement between Lander County Assessor's office and Carson City Assessor's office are public agencies as defined by NRS 277.100; and

*NOW, THEREFORE, BE IT RESOLVED* that the terms and conditions of the Interlocal Agreement between Lander County Assessor's office and Carson City Assessor's office for providing Parcel data maintenance to Lander County by Carson City Assessor's office are hereby adopted and approved; and

*BE IT FURTHER RESOLVED* that the Interlocal Agreement between Lander County Assessor's office and Carson City Assessor's office for providing Parcel data maintenance to Lander County Assessor's data sets by Carson City Assessor's office 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 2015 by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST: \_\_\_\_\_  
Susan Merriwether, Clerk-Recorder-Carson City, Nevada

**EXHIBIT A**

**INTERLOCAL AGREEMENT FOR PARCEL MAINTENANCE**

This Interlocal Agreement for Parcel Maps (the "Agreement"). Dated this 1<sup>st</sup> day of JULY, 2015, is entered by and between Carson City, a consolidated municipality and subdivision of the State of Nevada, hereinafter called **CITY**, and LANDER COUNTY, a political subdivision of the State of Nevada, hereinafter called **COUNTY**. **CITY** and **COUNTY** 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, Carson City and Lander 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, COUNTY may contract for such technical and maintenance services that may be require\_d;\_and

WHEREAS, the purpose of this Agreement is for the CITY to provide certain technical support and maintenance services for parcel creation and updates throughout COUNTY; and

WHEREAS, this agreement will be of benefit to the COUNTY and to the people of the State of Nevada; and

WHEREAS, the CITY 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:

**CITY AGREES:**

1. To provide technical and maintenance services to COUNTY as follows (collectively, the "Existing Parcels, Street Centerlines, FEMA Flood Plains, Town Boundaries, Mining plats, and associated data"):
2. To perform such other functions and duties related to the parcel database and associated data as directed by COUNTY such as design review of parcel book pages.
3. CITY agrees to provide a monthly report to COUNTY detailing any work completed and number of labor hours provided to COUNTY. CITY agrees to provide additional documentation substantiating any work provided to COUNTY if requested by COUNTY. The Agreement is premised on an average of approximately 25 hours per month excluding management hours.

**COUNTY AGREES:**

1. COUNTY agrees to pay CITY for the services provided hereunder at the hourly rate of \$55.00 per hour for the fiscal year beginning July 1st, 2015 and ending June 30, 2017 (the "Hourly Service Rate"). COUNTY and CITY will, by June 30, 2017, review the costs of the labor and services provided to COUNTY and jointly agree on a new Annual Service Fee for each successive fiscal year of this Agreement.
2. COUNTY shall make payment within thirty-five (35) days of receipt of invoice from CITY.

**IT IS MUTUALLY AGREED:**

1. The terms of this Agreement is two (2) years from July 1st, 2015 through June 30, 2017.
2. Either Party may terminate this agreement without cause upon thirty (30) days written notice to other Party. Each Party agrees to perform their respective duties hereunder until the date of termination.
3. The Parties agree that COUNTY will transfer the current COUNTY AutoCad shapefiles, (Parcels, Mine Claim data, FEMA Flood Zone data, Street Centerline, Street Right of Ways, Zoning, Land Use, Town limit Polygon), to CITY for the CITY to perform the services Agreed upon. CITY shall maintain this data at COUNTY's cost and will transfer all data back to COUNTY at the end of the term of this Agreement.
4. 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.

5. 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 Party at the address set forth below:

FOR CITY:

Dave Dawley  
Carson City Assessor  
201 N. Carson Street, Ste 6  
Carson City, Nevada 89701  
(775) 887-2130

For County:

Lura Duvall  
Lander County Assessor  
-J 15 S. Humboldt St  
Battle Mountain, Nevada 89802  
(775)635-2610

6. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the other Party's right to participate in any litigation, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fee's and costs, arising out of any alleged negligent or willful acts of 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 Part's notice of 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,
7. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

8. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
9. 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 during the course of this Agreement.
10. 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.
11. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
12. 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.
13. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
14. 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.
15. 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.
16. 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.
17. 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 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.
18. 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.

5. Any future modification of the mutual 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

LANDER COUNTY, NEVADA

Robert L. Crowell, Mayor  
Board of Supervisors

  
Patsy A. Waits, Vice Chair  
Board of Commissioners

Attest:

Attest: Lander County Clerk.  


City Clerk

Clerk

Approved as to Legality & Form

Approved as to Form

Attorney

Attorney

**Molly Gonzalez**  
Administrative Specialist

**Lander County Clerk**  
**Lander County Courthouse**  
**Sadie Sullivan**  
County Clerk

**Laken Marine**  
Executive Secretary

**Kathy Duvall**  
Executive Secretary

June 29, 2015

Carson City Assessor's Office  
201 N Carson Street Suite 6  
Carson City, NV 89701

Mr. Shannon,

Enclosed is the Interlocal Agreement for Parcel Maintenance. It has been signed by our Commissioner's. If you could just sign in your designated areas and return it back to our office in the prepaid envelope enclosed, then we can get it recorded and get a recorded copy sent back to you.

If you have any questions please contact our office at (775)635-5738

Thank you,

Laken Marine  
Executive Secretary