

Assessor's Parcel Number: N/A

Date: JULY 11, 2011

Recording Requested By: \_\_\_\_\_

Name: ERIC, GIS

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 7 Fee: 0.00  
BK-0711 PG-1807 RPIT: 0.00



INTERLOCAL AGREEMENT #2011.155

(Title of Document)

### INTERLOCAL AGREEMENT FOR GIS SERVICES

This Interlocal Agreement for GIS Services (the "Agreement"), dated this 2<sup>ND</sup> day of JUNE, 2011, is entered by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter called DOUGLAS, and STOREY COUNTY, a political subdivision of the State of Nevada, hereinafter called STOREY. DOUGLAS and STOREY 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 STOREY and DOUGLAS 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, STOREY may contract for such technical services that may be required; and

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

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

WHEREAS; the DOUGLAS 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 11 PM 12:03  
2011.155

**DOUGLAS AGREES:**

1. To provide technical support and maintenance services to STOREY as follows (collectively, the "Geographic Information System"):
  - Repository & Distributor for all Storey County GIS Data.
  - Basic Maintenance of Storey County Parcel Data.
  - Re-Construction of Storey County Assessor's Map Books.
  - Basic Maintenance of Storey County Master Plan and Zoning Data.
  - Basic Maintenance of Storey County Land Use Data.
  - Basic Maintenance of Storey County's FEMA Flood Data.
  - Basic Maintenance of Storey County Roads Data.
  - Basic Updates for Storey County 911 CAD Dispatch System.
  - Public Noticing Lists Creation.
2. DOUGLAS will provide a detailed protocol and method for delivery of GIS services to STOREY for approval prior to beginning service. DOUGLAS and STOREY staff agree to meet monthly or as often as necessary to coordinate delivery and use of DOUGLAS GIS services to STOREY.
3. DOUGLAS agrees to provide a monthly report to STOREY detailing any work completed and number of labor provided to STOREY. DOUGLAS agrees to provide additional documentation substantiating any work provided to STOREY if requested by STOREY. If the total hours of labor provided to STOREY in any fiscal year exceed 2,000 hours, or if such work as requested by STOREY is deemed "Out of Scope" based on the limitations of this agreement, then DOUGLAS may bill STOREY for the excess service hours of Labor at a rate of \$50.00 per hour.

**STOREY AGREES:**

1. STOREY agrees to pay DOUGLAS for the services provided hereunder at the annual rate of \$55,000 for fiscal year beginning July 1, 2011 and ending June 30, 2012 (the "Annual Service Fee"). STOREY shall pay DOUGLAS \$27,500 on or before July 31, 2011 and \$27,500 on or before January 31, 2012. DOUGLAS and STOREY will, by April 1, 2012 and April 1, 2013, review the costs of the labor and services provided to STOREY and jointly agree on a new Annual Service Fee for each successive fiscal year of this Agreement. STOREY shall pay DOUGLAS 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 STOREY in

excess of 2,000 service hours per year will be paid at the rate of \$50.00 per hour.

2. STOREY shall make payment within forty-five (45) days of receipt of invoice from DOUGLAS.

**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 STOREY:**  
Pat Whitten  
County Manager  
PO Box 176  
Virginia City, Nevada 89440

(775) 847-0968  
[pwhitten@storeycounty.org](mailto:pwhitten@storeycounty.org)

**FOR DOUGLAS:**

Eric Schmidt  
GIS Supervisor  
P.O. Box 218  
Minden, NV 89423  
[eschmidt@co.douglas.nv.us](mailto: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 Partys 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 DOUGLAS or STOREY 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.

STOREY COUNTY, NEVADA

DOUGLAS COUNTY, NEVADA

Bob Kershaw  
Chairman – Bob Kershaw

Michael A. Olson  
Chairman – Michael A. Olson

Board of Commissioners

Board of Commissioners

Attest: Jessie S. [Signature]  
DEPUTY CLERK / TREASURER

Attest: [Signature]

Vanessa [Signature]  
Clerk

[Signature]  
BY: [Signature]  
CLERK TO THE BOARD

Approved as to Legality & Form:

Approved as to Form:

William C. Maddy  
Attorney

[Signature]  
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 11, 2011  
[Signature] Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy