

**INTERLOCAL AGREEMENT AMONG THE CLARK
COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY, CITY OF LAS VEGAS, AND SOUTHERN
NEVADA WATER AUTHORITY TO ESTABLISH FUNDING
ALLOCATIONS FOR CLARK COUNTY LiDAR PROJECT**

This Interlocal Agreement (“Agreement”) is entered into by the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT (“CCRFC”); the COUNTY OF CLARK, STATE OF NEVADA (“COUNTY”); the CITY OF LAS VEGAS (“CLV”); and the SOUTHERN NEVADA WATER AUTHORITY (“AUTHORITY”) (collectively, along with any public agency that becomes signatory to the Agreement pursuant to Section 1(b), the “PARTIES” or in the singular “PARTY”) this ____ day of _____ 2022.

WITNESSETH:

WHEREAS, Nevada Revised Statutes Chapter 277.180 provides that two or more public agencies may enter into an interlocal Agreement for the performance of any governmental service, activity, or undertaking that any of the PARTIES are authorized by law to perform; and

WHEREAS, the PARTIES maintain a Geographic Information System (“GIS”) capable of providing automated graphic display and analysis and multiple data layers of information (e.g., land records, land use and facilities); and

WHEREAS, the PARTIES, all of which have incurred considerable costs associated with the development and implementation of their respective GIS, desire to share access to their GIS resources and data sets more fully described below as part of a cooperative effort on the part of the PARTIES to provide a more cost effective and efficient operation of their GIS

for use by the public; and

WHEREAS, the AUTHORITY utilizes GIS, high-resolution aerial imagery, and Light Detection and Ranging (“LiDAR”) elevation data in conjunction with the AUTHORITY's Water Smart Landscape (“WSL”) Program to promote the conservation of water resources throughout southern Nevada; and

WHEREAS, the PARTIES have incurred significant costs associated with the acquisition of LiDAR data of the Las Vegas Valley region and work related to evaluating and performing quality checks on the data, which is used by numerous agencies to develop and improve their respective GIS resources; and

WHEREAS, a separate agreement between the PARTIES and other governmental entities currently governs the PARTIES’ storage of GIS data, and a new agreement, referred to as the Southern Nevada Geographic Information Interlocal Agreement, has been negotiated and on July 1, 2022, is expected to replace the current agreement by creating a central repository of GIS data; and

WHEREAS, representatives of the PARTIES hereto, together with representatives of other political subdivisions in Clark County, all of whom share a common interest in the development and improvement of their respective GIS, have met periodically for the purpose of exploring potential markets and marketing techniques for the sale of their respective GIS data, which may have the benefit of lowering the operational costs for each governmental entity that elects to participate with the PARTIES hereto in this Agreement; and

WHEREAS, the PARTIES desire to enter this Agreement to share the costs of acquiring LiDAR data of certain areas within the Clark County region (the “LiDAR Project”) and;

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein

contained, the PARTIES hereto agree as follows:

1. LiDAR FUNDING FEE:

(a) Within sixty (60) calendar days after receipt of an acceptable invoice from the AUTHORITY, CCRFC, the COUNTY, and CLV shall pay to the AUTHORITY their respective funding fee (“LiDAR Project Fee”), which will not exceed the amount listed for each PARTY below in Table A, LiDAR Project Fee Table:

TABLE A
LiDAR PROJECT FEE TABLE

AGENCY	Fee Total
SOUTHERN NEVADA WATER AUTHORITY	\$88,980
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT	\$29,659
CLARK COUNTY	\$21,185
CITY OF LAS VEGAS	\$55,083

(b) Subsequent to the execution of this Agreement by the PARTIES, any public agency desiring to become part of this Agreement must receive approval from the majority of the PARTIES, and such approval will be subject to the condition that the additional public agency pay the LiDAR Project Fee as set in TABLE A LiDAR PROJECT FEE TABLE set forth in Paragraph 1(a). If a new PARTY is added to the Agreement, the LiDAR Project Fees will be adjusted on a prorated basis. The LiDAR Project Fees will be agreed to by all PARTIES as an addendum and prorated based on the date a new PARTY is added to the Agreement.

2. TERM:

(a) This Agreement will remain in force from March 1, 2022, or the date it is ratified by appropriate official action of the governing body of each PARTY, whichever is

later, through April 30, 2023.

(b) In the event that any PARTY other than the AUTHORITY wishes to withdraw from this Agreement, that PARTY is required to notify all other PARTIES of its intention to withdraw by July 31, 2022. The withdrawing PARTY will not receive a refund for the LiDAR Project.

3. SERVICES:

(a) The AUTHORITY will have the responsibility of working with the United States Geological Survey (USGS) on ensuring the LiDAR data collections are to be of useful quality. The AUTHORITY will be responsible for coordination of data deliveries and will assist with the quality assurance of the data. The AUTHORITY will accept the LiDAR data only after ensuring it meets minimum federal standards outlined through the USGS LIDAR Base Specification 1.4 in coordination with the USGS.

(b) The AUTHORITY will publish a map for all PARTIES that shows the areas for which LiDAR data will be acquired for the LiDAR Project cycle.

(c) After receiving the LiDAR data from the AUTHORITY, the CCRFC, the COUNTY, and CLV will utilize the data for their respective work. The AUTHORITY will make the LiDAR data available to the Participants of the Southern Nevada Geographic Information Interlocal Agreement and will govern the data by the terms related to that Agreement.

4. EFFECTIVE DATE:

This Agreement becomes effective when the duplicate originals are executed and dated by all PARTIES, realizing that each entity, by necessity, must approve and execute the

subject document at different places and on different dates.

5. SEVERABILITY:

Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid, or unenforceable any other part of this Agreement.

6. GOVERNING LAW:

The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

7. THIRD PARTY BENEFICIARIES:

This Agreement is intended only to benefit the PARTIES hereto and does not create any rights, benefits, or causes of action for any other person, entity, or member of the general public.

8. ONE-TIME AGREEMENT:

It is specifically recognized and agreed by all PARTIES hereto that this Agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant, or commitment on the part of any PARTY hereto and should be considered a stand-alone document.

9. COUNTERPART SIGNATURES:

This Agreement may be executed in counterparts, and all such counterparts will constitute the same contract and the signature of any PARTY to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the PARTIES hereto, regardless of whether originals are delivered thereafter.

SOUTHERN NEVADA WATER AUTHORITY

By _____
John Entsminger Date

Approved on _____, by the Board
of Directors for the Southern Nevada Water Authority.

Approved to as form:

By _____
Brent Gunson, Senior Attorney

**CLARK COUNTY REGIONAL
FLOOD CONTROL DISTRICT**

By _____
Steven C. Parrish, P.E. Date
General Manager/Chief Engineer

Approved as to legality and form:

By _____
Christopher Figgins Date
RFCD Attorney


CLARK COUNTY, NEVADA

ATTEST:

By _____
James B. Gibson Date
Chairman
Board of County Commissioners

By _____
Lynn Marie Goya Date
County Clerk

Approved as to legality and form:
Steven B. Wolfson, District Attorney

By  _____ Apr 26, 2022
Nichole Kazimirovicz (Apr 26, 2022 15:24 PDT)
Nichole Kazimirovicz Date
Deputy District Attorney

CITY OF LAS VEGAS

By _____

Date _____

Approved as to legality and form:

By _____

Date _____