SOUTHERN NEVADA

GEOGRAPHIC INFORMATION

INTERLOCAL CONTRACT

THIS INTERLOCAL CONTRACT ("Contract") is made and entered into this ____ day of _____, 2026, by and amongst the County of Clark, State of Nevada (hereinafter "County") the Cities of Las Vegas, Henderson, North Las Vegas, Boulder City, and Mesquite, Southern Nevada Health District, Clark County Water Reclamation District, Clark County School District, Las Vegas Metropolitan Police Department, Las Vegas Valley Water District, Clark County Regional Flood Control District, Overton Power District No. 5, Clark County Department of Aviation and Regional Transportation Commission of Southern Nevada (referred to herein individually as the "Participant," or "Party," or collectively as the "Participants," or "Parties"), all of which are public agencies of the State of Nevada.

WITNESSETH:

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

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

WHEREAS, the Parties hereto, 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 hereto to provide a more cost effective and efficient operation of their GIS for use by the public; and

WHEREAS, the County has incurred significant costs associated with the creation of products improving the geodetic control and positional accuracy of its GIS, which products can be used to facilitate data sharing and application integration, and such improvements can be utilized by each Participant hereto to develop and improve their respective GIS resources; and

WHEREAS, the County has incurred significant costs associated with the acquisition of aerial imagery of the Clark County region, which is used by numerous agencies to develop and improve their respective GIS resources; and

WHEREAS, the County provides on-line map services, as technically feasible, which allow interested agencies the ability to access imagery using software capable of such; 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 sharing and distribution 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 Contract; and

WHEREAS, the Parties, or some of them, have previously entered into interlocal agreements dated May 1, 2018, June 19, 2019, and May 17, 2022 to share GIS imaging costs, and the Parties hereto desire to update and supersede those interlocal agreements with this Agreement to share the costs of acquiring aerial imagery of certain areas within the Clark County region (the “Aerial Imagery Data”) and secure access to GIS data through a GIS collaboration site (“GIS Collaboration Site”) while preserving each Participant’s control over its own data; and

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

1. ANNUAL FUNDING FEE.

a. Within thirty (30) calendar days after receipt of an invoice from the County ("Annual Funding Fee Invoice"), which will be given on or around July 15th of each year of the annual imagery cycle unless requested sooner, the Parties shall pay to the County their respective funding fee ("Imagery Project Fee" plus "Central Repository Fee") as provided in the Annual Funding Fee Invoice.

b. The Imagery Project Fee shall not exceed the amount listed for each Party below in Table A unless Party has requested additional services from NearMap. If the additional service is specific to the Party, then the Party will pay the associated fee in addition to the fees noted in the Imagery Project Fee Table. If the additional services benefit multiple Parties, then the additional fee will be distributed among those Parties to be paid in addition to the fee noted in the Imagery Project Fee Table.

TABLE A

IMAGERY PROJECT FEE TABLE

AGENCY	2026-2031
COUNTY	$ 330,804.30
CLARK COUNTY DEPARTMENT OF AVIATION	$ 45,945.04
LAS VEGAS VALLEY WATER DISTRICT and SOUTHERN NEVADA WATER AUTHORITY	$ 45,945.04
CITY OF LAS VEGAS	$ 45,945.04
CITY OF HENDERSON	$ 13,783.51
CLARK COUNTY REGIONAL FLOOD CONTROL	$ 13,783.51
LAS VEGAS METRO POLICE	$ 13,783.51
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	$ 13,783.51
CLARK COUNTY WATER RECLAMATION	$ 13,783.51
CLARK COUNTY SCHOOL DISTRICT	$ 13,783.51
CITY OF NORTH LAS VEGAS	$ 13,783.51
OVERTON POWER DISTRICT NO. 5	$ 1,914.38
CITY OF MESQUITE	$ 1,914.38
CITY OF BOULDER CITY	$ 2,297.25

ESTIMATED TOTAL IMAGERY PROJECT FEE	$571,250.00

c. In addition to the Imagery Project Fee, each Participant, except Clark County Department of Aviation, shall pay to the County the funding fee for maintaining the CORE GIS Data Set ("Central Repository Fee"), which initially shall be in the amount of $4,000.

d. The Central Repository Fee (initially in the amount of $4,000) may be increased, as set forth immediately below, by the County on July 1, 2026, and each succeeding July 1 thereafter. The new Annual Funding Fee shall be the lesser of the following: 1) The prior fiscal year fee plus five (5) percent of the prior fiscal year fee. OR 2) the product of the following - Step 1: Divide the most current April entry from the Bureau of Labor Statistics Consumer Price Index-All Urban Consumers, West Region All Items ("Index") by the Index entry for the previous April. Step 2: Multiply the quotient obtained in Step 1 by the prior fiscal year fee.

e. In the event a Participant is added to, or withdraws from, this Contract in the prior fiscal year, the total revenue collected from the Participants in the prior fiscal year shall be divided by the total number of Participants in the new fiscal year. The resulting quotient shall then be adjusted as set forth in paragraphs 1-b and 1-c to arrive at the new rate per Participant for the current fiscal year. If the remaining Participants cannot pay the increased rate in the current fiscal year, then the increased rate difference will be added to the subsequent fiscal year's rates for the Participants.

f. In the event any Participant hereto withdraws from this Contract, no fees shall be refunded to the withdrawing Party.

g. Subsequent to the execution of this Contract by the initial Parties hereto, any public agency desiring to become part of this Contract must receive approval from the majority of the current Participants, and such approval as a Participant to this Contract will be subject to the condition that the public agency pay the Annual Funding Fee assessed for the current fiscal year. The Imagery Funding Fee will not be prorated based on the date a new party is added to the Agreement.

h. Notification of the new fiscal year's rate will be sent to the Participants by June 1st of the current fiscal year.

2. SOUTHERN NEVADA GIS POLICY COMMITTEE.

This committee shall be composed of one voting staff member from each Participant familiar with GIS policy matters. This committee will meet as needed to discuss policy issues, and to review and recommend changes to this Contract. The withdrawal from this Contract by any Participant hereto voids that Participant's voting membership in the Southern Nevada GIS Policy Committee. The County will Chair the Southern Nevada GIS Policy Committee.

3. COUNTY SERVICES.

The County shall provide each Participant with the basic GIS services ("CORE GIS Services"), as available, described as follows:

a. Administering and maintaining the GIS Collaboration Site described in Section 5, through which Participants may securely access GIS data, imagery, and related map services in accordance with this Agreement;

b. Initial transfer to each Participant's GIS of all digital imagery acquired by the County and access to the updates thereof;

c. Initial transfer to the Participant's GIS of spatial and tabular data maintained by the County in the Southern Nevada GIS Central Repository and access to the updates thereof;

d. Network support services, if technically feasible, which facilitates the transfer and exchange of data to and from the Participants' GIS; and

e. Provide assistance in the design and implementation of the Participant's GIS resources, which is specifically suited to the Participant's application requirements, and provide informal training of the Participant's staff as a function of the design and implementation activities as the GIS Management Office resources permits.

4. CORE GIS DATA SET.

a. In addition to providing the CORE GIS Services set forth in Section 3 above, the County agrees to maintain within the Southern Nevada GIS Central Repository the CORE GIS DATA SET, which will include, but is not limited to, the data described below. The Southern Nevada GIS Central Repository is hosted on County servers and is separate from, and does not interact with, the GIS Collaboration Site described in Section 5:

i. Land use data sets as provided by the County and the Participants;

ii. Parcel data sets and respective derivatives as provided by the County; and

iii. Street Centerline data sets and respective derivatives as provided by the County.

b. The Parties hereto agree to the following as it pertains to the CORE GIS Data Set:

i. Each Participant shall provide to the County timely updates to authorized spatial and tabular data with metadata maintained by the Participant.

ii. Data updates will be made available via electronic transfers in formats compatible with two minor versions prior to current release by the manufacturer.

iii. Each Participant and County agree to notify the other Party within ninety (90) days of any proposed changes to the database design or data structure for data maintained in the Southern Nevada GIS Central Repository.

c. The Parties hereto agree to maintain the current or previous (up to one year prior) data format supported by Esri, Inc (“Esri”).

d. Software releases that resolve security vulnerabilities or address manufacturer supportability issues will be addressed with priority over other software releases to ensure the protection of the GIS Repository Participants and related data and, in addition, shall comply with NIST SP 80053 Rev. 5 control RA5(d), as implemented under the FedRAMP Moderate baseline.

5. SERVICES AND DATA SECURITY.

Each Party will be provided with the services, as available, described as follows:

a. The County will have responsibility of working directly with the vendor on the Imagery Contract. The County will ensure flight schedules meet contractual requirements. The County will have final approval on imagery delivery, acceptance, and ensuring it meets the County's quality standards.

b. The County will publish a map that shows the areas for which Imagery Data will be acquired for the annual Imagery Project cycle.

c. The Parties will work directly with vendor to get their credentials to acquire use of Imagery services.

d. The County shall administer and maintain the GIS Collaboration Site to permit Participants to access GIS data, imagery, and map services through a web-based platform or related hosted services. The GIS Collaboration Site is hosted by Esri on the Esri Cloud (ArcGIS Online). Esri is the host of the GIS Collaboration Site, and the County serves as its administrator. The GIS Collaboration Site is separate from, and does not interact with, the Southern Nevada GIS Central Repository described in Sections 3 and 4, which is hosted on County servers. Each Participant shall be responsible for connecting to the GIS Collaboration Site and configuring map services to share appropriate portions of its data with other Participants as described in this Section.

e. Each Participant shall maintain its own GIS data and shall be solely responsible for the accuracy, currency, and integrity of that data. Each Participant shall share its data with other Participants through the GIS Collaboration Site on a periodic basis as agreed by the Parties from time to time and store the data it makes available through the GIS Collaboration Site within its own area of the Esri Cloud. The County shall not store any Participant's data on County servers by virtue of this Section. For a Participant that is unable to maintain its own area of the Esri Cloud, the County may, at its discretion and upon the written request of the affected Participant, assist that Participant in making its data available through the GIS Collaboration Site, subject to available resources.

f. Each Participant shall provide descriptive metadata with each data set shared through the GIS Collaboration Site, including at a minimum: (i) the name and contact information of a designated data steward for that data set; (ii) the date the data was last updated or published; and (iii) a brief description of the data set and its intended uses.

g. Each Participant is solely responsible for ensuring that access to the GIS Collaboration Site, credentials, shared map services, downloadable data, and any data obtained through the GIS Collaboration Site is limited to: (i) its current employees with a legitimate governmental need to know; and (ii) independent contractors who have a legitimate need to know to perform contracted work for that Participant and who are bound by written confidentiality and security obligations at least as protective as this Contract. No Participant shall permit access by any former employee, former contractor, volunteer, guest user, or other person who is not an Authorized User. Each Participant shall maintain accurate internal records identifying its Authorized Users and shall review such access privileges on a periodic basis, but not less than quarterly.

h. Data shared through the GIS Collaboration Site shall be made available via map services hosted by Esri. By default, map services shall be configured to allow access to map view only, and not to permit the downloading or export of underlying data. This default restriction may be relaxed on a data-set-by-data-set basis for data that does not require download restrictions. Each Participant retains full authority to determine which of its data sets are made available for download and which are restricted to map-view access only.

i. Each Participant shall implement and maintain commercially reasonable identity and access controls for all Authorized Users of the GIS Collaboration Site and all systems used to access data under this Contract, including, without limitation: (i) unique user IDs for each Authorized User; (ii) Single-Sign On (SSO) that is integrated with and authenticated by the participant organization’s internal identity management and authentication mechanisms for all remote or interactive access to the GIS Collaboration Site, except to the extent the Parties specifically approves in writing a technically necessary alternative control that provides substantially equivalent protection; (iii) least-privilege, role-based access controls limiting each Authorized User to the minimum access necessary for the Authorized User's duties; and (iv) prompt disabling or revocation of access immediately upon any known or reasonably suspected credential compromise and, in all cases, not later than twenty-four (24) hours after an Authorized User separates from service, changes roles such that access is no longer required, or otherwise ceases to qualify as an Authorized User.

j. The County shall administer the GIS Collaboration Site using commercially reasonable administrative, technical, and physical safeguards designed to protect Participant data from unauthorized access,

acquisition, destruction, use, modification, disclosure, or exfiltration. Without limiting the foregoing, the County shall, to the extent available for the selected platform and reasonably practicable, require or enable: (i) encryption in transit; (ii) encryption at rest for hosted data; (iii) role-based access controls; (iv) logging and audit trails sufficient to record authentication events, administrative actions, and material data-access events; (v) session timeout or comparable controls; (vi) no anonymous or public access to nonpublic data; and (vii) security updates, vulnerability management, and backup/recovery processes appropriate to the environment. The County shall not intentionally configure the GIS Collaboration Site to allow public sharing, anonymous access, or unrestricted external download of nonpublic Participant data. Upon request, County shall provide Participants information reasonably sufficient to verify County's security controls, such as then-current security documentation, summary audit reports, certifications, or similar materials customarily made available to data sharing Participants.

k. No Participant shall make any other Participant's data available to any organization or third party that is not a Participant to the Agreement. Unless the Participant has first entered into a written agreement with that Provider requiring, at a minimum, that the Provider: (i) use the data solely to provide the contracted hosting, storage, security, support, and related services, and for no other purpose; (ii) not sell, monetize, mine, profile, train artificial intelligence systems on, or otherwise commercially exploit Participant data; (iii) restrict provider personnel access to those persons with a strict need to know and subject to written confidentiality obligations; (iv) impose the same obligations on any approved subcontractor; (v) implement and maintain reasonable security measures appropriate to the sensitivity of the data and the services provided; (vi) provide prompt written notice to the County of any actual or reasonably suspected security incident, unauthorized access, unauthorized disclosure, or other event affecting Participant data, and in no event later than twenty-four (24) hours after discovery; (vii) return or securely destroy Participant data at termination or upon request, subject only to legally required retention; and (viii) provide the County, upon request, information reasonably sufficient to verify the provider's security controls, such as then-current security documentation, summary audit reports, certifications, or similar materials customarily made available to customers. All Participants are responsible for compliance with this subsection even if the GIS Collaboration Site is operated through a third-party provider.

l. In the event of any actual or reasonably suspected unauthorized access to, acquisition of, disclosure of, alteration of, destruction of, or inability to access Participant data or the GIS Collaboration Site, the Party discovering the event shall promptly notify the County's GIS Management Office and each affected Participant. Nothing in this Contract is intended to alter or diminish any independent obligation of a Party under applicable breach-notification or cybersecurity laws. Each Party shall remain responsible for complying with laws directly applicable to that Party and the data in its custody or control.

m. A Participant may designate particular GIS layers, attributes, maps, imagery, metadata, or other information contributed under this Contract as security-sensitive or as relating to critical infrastructure ("Security-Sensitive GIS Data"). In addition, data that reasonably depicts, reveals, or could materially facilitate the disruption, misuse, or exploitation of water, wastewater, flood control, aviation, transportation, law enforcement, public health, school, or other essential governmental systems shall be treated as Security-Sensitive GIS Data whether or not specifically marked. Security-Sensitive GIS Data may be accessed and used only for internal governmental purposes of an Authorized User and only in accordance with this Contract and all applicable federal, state, and local laws, regulations, regulations, orders, policies, and incident-response requirements directly applicable to the accessing Party. No Party shall intentionally publish, post, or otherwise make Security-Sensitive GIS Data publicly available through the GIS Collaboration Site.

n. Nothing in this Contract shall be construed to require a Party to violate the Nevada Public Records Act or any other applicable law. If any Participant receives a request, subpoena, demand, or other compulsory process seeking another Party's data obtained through the GIS Collaboration Site ("Data Request"), the Participant in receipt of the Data Request shall, to the extent practicable and permitted by law, promptly notify the data source Participant before producing the data so that the source Participant may assess and assert any applicable confidentiality, security, privilege, or other protections. The Participant shall produce only what is required by law and shall, where lawful and practicable, seek appropriate protective treatment for Security-Sensitive GIS Data.

o. Each Participant retains all right, title, and interest in and to the data it contributes or makes accessible under this Contract. Except as expressly authorized by the source Participant in writing, no Party acquires any ownership or other proprietary right in another Participant's data by virtue of this Contract. Upon termination of a Participant's participation in this Contract or upon written request of the source Participant after access is no longer authorized, the receiving Party shall promptly cease access, revoke credentials as applicable, and, subject to any legally required retention, delete or destroy copies of another Participant's data obtained solely through the GIS Collaboration Site that are not otherwise independently owned by the receiving Party.

6. DISPUTES.

If a dispute arises between any Participant and the County concerning the terms of this Contract, the Parties will attempt to resolve the dispute through discussions and negotiations under the auspices of the County's GIS Management Office. In the event that an agreement cannot be reached, the dispute will be presented for resolution to the GIS Policy Committee. A majority of the quorum of current Participants may act to resolve the dispute. A quorum shall be no less than half plus one of the total number of current Participants. The decision of the GIS Policy Committee shall be final and binding on the Parties hereto. In the event that the decision is unfavorable or unacceptable to the Participant, nothing in this Section shall be construed to prohibit the Participant or the County from withdrawing from or terminating this Contract upon thirty (30) days' notice as provided in Section 9 below.

7. FUTURE DISSEMINATION OF GIS DATA AND INFORMATION.

In the event the County wishes to enter into a contract with an organization other than the Participants for the purpose of participating in geographic information database development or data dissemination, the County will present the proposed contract to the GIS Policy Committee for review. In determining whether to enter into an agreement with that organization, or whether to disseminate information other than as provided in Sections 16(c) and 16(g) below, the GIS Policy Committee shall consider and determine, as a minimum, the propriety and limits of such action under the standards and criteria set forth at NRS 719.350, and if such agreement or dissemination is appropriate, the additional fee to be required under NRS 239.054. Notwithstanding the foregoing, the County shall not disseminate any Security-Sensitive GIS Data to a non-Participant without the prior written approval of the source Participant unless disclosure is required by law.

8. TERM.

This Contract shall remain in force from July 1, 2026, or the date that it is ratified by appropriate official action of the governing body of each Party, whichever is later, through June 30, 2031, and each Participant shall have the option to renew this Contract on an annual basis thereafter. Such option to renew shall be exercised by the renewing Participant notifying, in writing, all of the other Parties hereto of its intent to continue its participation under this Contract. Such written notification shall be made thirty (30) days prior to June 30, 2031, and each anniversary date thereafter.

9. RIGHT OF TERMINATION.

Each Participant hereto may terminate their respective participation in this Contract, for any reason or no reason at all, with thirty (30) days prior written notice. Upon the effective date of any such termination, any and all rights and obligations of the terminating Participant shall be deemed at an end and canceled, except for such rights as may have previously accrued or vested and except for obligations that by their nature survive termination, including, without limitation, the confidentiality, security, deletion, and return obligations set forth in Section 5. Such termination only terminates the terminating Participant's membership in this Contract. This Contract shall continue to be binding and in effect for the remaining non-terminating Participants. Upon termination, the terminating Participant shall promptly revoke access to its Authorized Users, disconnect or disable any access path that is no longer authorized, and comply with Section 5(o) regarding return or deletion of another Participant's data.

10. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement and understanding of the Parties hereto and supersedes all other oral and written negotiations, agreements, contracts and understandings of every kind, including the interlocal agreement dated May 17, 2022. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Contract, has been made by any party hereto or its officers, employees, or other agents to induce execution of this Contract.

11. FORCE MAJEURE.

Neither County nor any Participant shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to pandemics, strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, 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 this Contract after the intervening cause ceases.

12. INDEPENDENT CONTRACTOR.

The Parties hereto are associated with each other only for the purposes and to the extent set forth in this Contract. In respect to performance of services pursuant to this Contract, each Party is and shall be a public agency separate and distinct from the other Party, excluding Clark County Department of Aviation, and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships for an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other Party.

13. ASSIGNMENT PROHIBITED.

No Party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of all of the other Parties.

14. THIRD PARTIES BENEFICIARIES EXCLUDED.

Notwithstanding any other provision of this Contract, this Contract is intended for the sole and exclusive benefit of the Parties hereto and is not intended to benefit any other third party.

15. INVOICES.

Invoices, payments, and notices shall be delivered to the Parties by personal service, hand delivery, electronically via email, or United States mail at the following addresses:

TO CLARK COUNTY DEPARTMENT OF AVIATION at accountspayable@lasairport.com

TO LAS VEGAS VALLEY WATER DISTRICT at invoices@lvvwd.coupahost.com

TO CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT at AccountsPayable@regionalflood.org

TO CITY OF HENDERSON at ITFinance@cityofhenderson.com

TO CITY OF MESQUITE at invoices@mesquitenv.gov

TO CITY OF BOULDER CITY at AccountsPayable@bcnv.org

TO SOUTHERN NEVADA HEALTH DISTRICT at AP@SNHD.ORG and Attn: Accounts Payable, P.O. Box 3902, Las Vegas, NV, 89127

TO REGIONAL TRANSPORTATION COMMISSION at Regional Transportation Commission, Attn: IT, 600 S Grand Central Pkwy Suite 350, Las Vegas NV 89106

TO THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT at Accounting@lvmpd.com

TO CLARK COUNTY WATER RECLAMATION DISTRICT at accountspayable@cleanwaterteam.com

TO CLARK COUNTY SCHOOL DISTRICT at 0060-accounts-payable-inbox@nv.ccsd.net

TO CITY OF NORTH LAS VEGAS at City Surveyor, Frank Wittie, PLS, City of North Las Vegas, 2250 Las Vegas Blvd N, North Las Vegas, NV 89030, wittief@cityofnorthlasvegas.com

TO CITY OF LAS VEGAS at accountspayable@lasveganevada.gov, Department of Finance, ATTN: Accounts Payable, City of Las Vegas, 495 South Main Street, 4th Floor, Las Vegas, NV 89101-2986

TO OVERTON POWER DISTRICT NO. 5 at smarshall@opd5.com

Overton Power District # 5
Shawna Marshall (AP)
PO BOX 395
Overton, NV 89040

16. MISCELLANEOUS PROVISIONS.

a. The rights and benefits of this Contract include the right of the Parties hereto to utilize the aforementioned data as permitted by law.

b. It is not the intent of any of the Parties hereto to violate any laws of the State of Nevada or of the United States. The Parties hereto agree that in the event any provision of this Contract is held by a court of competent jurisdiction to be in contravention of any such laws, the Parties hereto will enter into immediate negotiations thereon to rectify the clause or clauses in contravention. The remainder of this Contract shall remain in full force and effect.

c. The Parties hereto may disseminate information to the public as prescribed by legislative acts and with the written approval of the source agency.

d. All costs and responsibility for hardware, software, computer communications equipment and supplies, data translation, and extraordinary support services not expressly identified herein are the responsibility of the respective Parties to this Contract.

e. No warranties or guarantees are expressed or implied as to the accuracy of the data provided by the departments or agencies of the Parties hereto.

f. Access to data is herein defined as the right to view data or obtain copies of data in a current or previous (up to one year) data format supported by Esri, Inc. and made available via the GIS Collaboration Site or electronic transfers at no cost to the Parties hereto, subject to the access, download, confidentiality, and security limitations set forth in this Contract.

g. Except as provided in Section 7 above, electronic data exchanged under the terms of this Contract cannot be sold or disseminated by any of the Parties hereto, except for that Party's contractors as expressly permitted by Section 5(f), in which case the data can only be used for the contracted work and remains subject to all confidentiality and security restrictions of this Contract. This provision does not apply to data owned solely by the Party hereto. The County's GIS Management Office will facilitate the dissemination of data to the Party's

contractor provided that Party forwards a letter approving such dissemination to the County's GIS Management Office.

h. It is understood by the Parties hereto that the County's GIS Management Office may enter into Data Subscriber Agreements with other governmental agencies or private companies to provide access to the Southern Nevada GIS Central Repository for a fee. The Data Subscriber Agreements will restrict use to only support internal activities for the respective organization. A list of Data Subscriber Agreements will be circulated at each GIS Policy Committee Meeting; provided, however, that no Security-Sensitive GIS Data shall be provided under a Data Subscriber Agreement without the source Participant's prior written approval unless disclosure is required by law.

i. This Contract may be executed in counterparts, and when each Participant has signed and delivered at least one such counterpart to the County, each counterpart shall be deemed an original and taken together shall constitute one and the same Contract, which shall be binding and effective as to all the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year so written.

CLARK COUNTY

Board of County Commissioners

By: _____

Chair

ATTEST:

_____

County Clerk

Date of Official Action: _____

Approved as to Form:

_/s/ *Taylor Duffy*_____

Deputy District Attorney

LAS VEGAS VALLEY WATER DISTRICT, Participant

By: _____

General Manager

Approved as to form for the District:

By: _____

Senior Attorney

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, Participant

By: _____

General Manager/Chief Engineer

Approved as to form for the District:

By: _____

RFCD Attorney

CITY OF HENDERSON, Participant

Date of City Council Approval: _____

By: _____

City Manager/CEO

ATTEST:

_____

City Clerk

APPROVED AS TO FUNDING:

_____

Chief Financial Officer

APPROVED TO CONTENT:

_____

Director of Information Technology

APPROVED AS TO FORM:

_____

City Attorney

CITY OF MESQUITE, Participant

By: _____

Mayor

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

SOUTHERN NEVADA HEALTH DISTRICT, Participant

By: _____

District Health Officer

Date: _____

Approved as to Form:

By: _____

General Counsel

City of Boulder City, Participant

By: _____

City Manager

By: _____

City Attorney

By: _____

City Clerk

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By: _____

Chief Executive Officer

Date: _____

LAS VEGAS METROPOLITAN POLICE DEPARTMENT, Participant

By: _____

Authorized Signatory

APPROVED AS TO FORM:

By: _____

General Counsel

CLARK COUNTY WATER RECLAMATION DISTRICT

Board of Trustees

By: _____

Chairman

ATTEST:

_____

County Clerk

Date of Official Action: _____

Approved as to Form:

_____

General Counsel

CITY OF NORTH LAS VEGAS, Participant

Date of Commission Action: _____

By: _____
Mayor or Authorized Signatory

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CLARK COUNTY SCHOOL DISTRICT

By: _____

President - Board of School Trustees

Date: _____

By: _____

Clerk - Board of School Trustees

Date: _____

By: _____

Superintendent of Schools

Date: _____

Approved As to Form:

_____

General Counsel

Date: _____

CITY OF LAS VEGAS

Date of City Council Approval: _____

By: _____

Mayor

ATTEST:

By: _____

City Clerk

Approved as to Form:

By: _____

Deputy City Attorney

OVERTON POWER District, Participant

By_____

MeLisa Garcia
General Manager

APPROVED AS TO FORM:

By_____

General Counsel