



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** January 27, 2022

RE: *Approval of the Southern Nevada Geographic Information Interlocal Contract between County of Clark, State of Nevada and Southern Nevada Health District.*

PETITION # 28-22

That the Southern Nevada District Board of Health *approve contract number C2200090 between the Southern Nevada Health District and Clark County for the Southern Nevada Geographic Information Interlocal Contract – FY23.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Jason Frame, Chief Information Officer *JF*

DISCUSSION:

This is a revised GIS Interlocal Agreement with Clark County and other Government Entities which now includes the Nearmap Imagery along with Spatial Data housed and maintained by Clark County. Various entities provide GIS data for their jurisdiction to Clark County, who formats and makes the data available for all agencies. The contract is valid through June 30, 2026.

FUNDING:

Annual cost of \$4,000 for the Core GIS Data and \$7,700 for Nearmap Imagery, totaling \$11,700 annually. The total cost of \$46,800 over the next four years will be funded by various District Programs that use GIS Data on a regular basis. The expense is budgeted annually by the respective Programs.

**SOUTHERN NEVADA
GEOGRAPHIC INFORMATION
INTERLOCAL CONTRACT**

THIS INTERLOCAL CONTRACT (“Contract”) is made and entered into this _____ day of _____, 2022, by and amongst the County of Clark, State of Nevada (hereinafter “County,” “Participant,” or “Party”), 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, 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 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 Contract.

WHEREAS, the Parties, or some of them, have previously entered into interlocal agreements dated May 1, 2018 and June 19, 2019 to share GIS imaging costs, and the Parties hereto desire to update and supersede those interlocals with this Agreement to share the costs of acquiring aerial imagery of certain areas within the Clark County region (the “Aerial Imagery Data”).

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	2022 - 2026
CLARK COUNTY	\$280,825
CLARK COUNTY DEPARTMENT OF AVIATION	\$39,000
LAS VEGAS VALLEY WATER DISTRICT	\$39,000
CITY OF LAS VEGAS	\$39,000
CITY OF HENDERSON	\$11,700
CLARK COUNTY REGIONAL FLOOD CONTROL	\$11,700
LAS VEGAS METRO POLICE	\$11,700
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA	\$11,700
CLARK COUNTY WATER RECLAMATION	\$11,700
SOUTHERN NEVADA HEALTH DISTRICT	\$11,700
CLARK COUNTY SCHOOL DISTRICT	\$11,700
CITY OF NORTH LAS VEGAS	\$11,700
CITY OF MESQUITE	\$1,625
CITY OF BOULDER CITY	\$1,950
ESTIMATED TOTAL IMAGERY PROJECT FEE	\$495,000

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, 2023, 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 paragraph 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. Initial transfer to each Participant's GIS of all digital imagery acquired by the County and access to the updates thereof;

b. 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;

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

d. 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:

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 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.

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.

5. SERVICES:

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. After receiving the Imagery Data, the County will load the imagery into their central data repository and make it available to its users and applications.

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

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 numbers 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 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.

8. TERM. This Contract shall remain in force from July 1, 2022 or the date that it is ratified by

appropriate official action of the governing body of each Party, whichever is later, through June 30, 2026, 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, 2026, 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. 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.

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. 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 majedk@mccarran.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

Director of Information Technology
City of North Las Vegas
2250 Las Vegas Blvd N, North Las Vegas, NV 89030

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

16 MISCELLANEOUS PROVISIONS. The Parties hereto further agree to the following:

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 copies of data in a current or previous (up to one year) data format supported by Esri, Inc. made available via electronic transfers at no cost to the Parties hereto.

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 Parties hereto, except for that Party's contractors, in which case the data can only be used for the contracted work. 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.

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.

Draft Interlocal-For Southern Nevada District Board of Health Approval

CLARK COUNTY
Board of County Commissioners

Jim Gibson, Chair

ATTEST:

Lynn Goya, County Clerk

Date of Official Action:

Approved as to Form:

Mary-Anne Miller, County Counsel

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LAS VEGAS VALLEY WATER DISTRICT, Participant

By: _____
John Entsminger

Title: General Manager

Approved as to form for the District:

By: _____
Brent Gunson
Senior Attorney

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CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, Participant

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

Approved as to form for the District:

By: _____
Christopher Figgins
RFCDD Attorney

Draft Interlocal-For Southern Nevada District Board of Health Approval

Date of City Council Approval: _____

CITY OF HENDERSON
CLARK COUNTY, NEVADA

RICHARD A. DERRICK
City Manager/CEO

Date

ATTEST:

JOSE LUIS VALDEZ, CMC
City Clerk

APPROVED AS TO FUNDING:

JIM MCINTOSH
Chief Financial Officer

APPROVED TO CONTENT:

APPROVED AS TO FORM:

Alyssa Rodriguez
Director of Information Technology

NICHOLAS G. VASKOV
City Attorney

CAO
Review

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CITY OF MESQUITE, NV:

By: _____
Allan S. Litman, Mayor

Date: _____

ATTEST:

By: _____
Tracy E. Beck, City Clerk

Date: _____

APPROVE AS TO FORM:

By: _____
Brian J. Pack, City Attorney

Date: _____

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SOUTHERN NEVADA HEALTH DISTRICT, Participant

By: _____
Fermin Leguen, MD, MPH
District Health Officer

Date: _____

Approved as to Form:

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

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City of Boulder City, Participant

By: _____
Taylour Tedder, CEcD
City Manager

By: _____
Brittany Walker, Esq.
City Attorney

By: _____
Tami McKay, MMC, CPO
City Clerk

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Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

BY:

DEBRA MARCH, Chairwoman

Attest:

MARIN DUBOIS, Senior Management Analyst

Approved as to Form:

RTC Legal Counsel

Draft Interlocal-For Southern Nevada District Board of Health Approval

LAS VEGAS METROPOLITAN POLICE DEPARTMENT, Participant

By _____
Richard Hoggan
Chief Financial Officer

APPROVED AS TO FORM:

By _____
Liesl Freedman
General Counsel

Draft Interlocal-For Southern Nevada District Board of Health Approval

CLARK COUNTY WATER
RECLAMATION DISTRICT
Board of Trustees

Tick Segerblom, Chairman

ATTEST:

Lynn Goya, County Clerk

Date of Official Action:

Approved as to Form:

David Stoft, General Counsel

Draft Interlocal-For Southern Nevada District Board of Health Approval

Date of Commission Action:

CITY OF NORTH LAS VEGAS

BY:

JOHN J. LEE
Mayor

Attest:

JACKIE RODGERS
Acting City Clerk

Approved as to Form:

MICAELA RUSTIA MOORE
City Attorney

Draft Interlocal-For Southern Nevada District Board of Health Approval

CLARK COUNTY SCHOOL DISTRICT

By: _____
Linda Cavazos
President- Board of School Trustees

_____ Date

Approved As to Form:

_____ Luke Puschnig
General Counsel

_____ Date

Draft Interlocal-For Southern Nevada District Board of Health Approval

CITY OF LAS VEGAS

Carolyn G. Goodman, / <DATE>

ATTEST:

Luann D. Holmes, MMC, / <DATE>

Approved as to Form:

<DEPUTY CITY ATTORNEY>, / <DATE>
Deputy City Attorney

Draft Interlocal-For Southern Nevada District Board of Health Approval