

**INTERLOCAL AGREEMENT
BETWEEN
SOUTHERN NEVADA WATER AUTHORITY AND THE CITY OF LAS VEGAS**

This Interlocal Agreement is made and entered into this 18th day of June, 2008, by and between Southern Nevada Water Authority, a cooperative agency governed by its members (the "SNWA") and the City of Las Vegas, a municipal corporation within the State of Nevada (the "City").

RECITALS

WHEREAS, Pursuant to the provisions of **NRS 277:180**, any two or more governmental entities of this State may enter into an agreement with each other which provides for joint or cooperative action; and

WHEREAS, the City submitted on a request for the funding of a project entitled, to wit: "Tree Inventory;" and

WHEREAS, the project was approved by the Nevada Division of Forestry and subsequently funded in the amount of **\$38,000.00 (plus \$10,000.00 match by SNWA, plus \$10,000.00 match by the City)**; and

WHEREAS, the City will manage and administer the Nevada Division of Forestry Urban and Community Forestry Program grant for the Tree Inventory, approved on May 7, 2008; and

WHEREAS, the goal of the Tree Inventory is to catalogue and benchmark the characteristics of 15,000 urban trees. The data will be used to calculate the community benefits (STRATUM) and to draft an Urban Forest Management Plan; and

WHEREAS, the City has agreed to partner with SNWA to utilize the inventory data, along with six inch aerial photography and spectral signatures to create new data files. SNWA will use these files to develop a system for identifying characteristic of trees in the Urban Forest.

NOW, THEREFORE, the undersigned parties agree as follows:

1. PROJECT DESCRIPTION. The Project consists of the contracting a consultant to catalogue and inventory approximately 15,000 public trees in the City of Las Vegas, which will be more fully identified and agreed upon by the parties hereto subsequent to the execution of this Agreement. The Project will include, but is not necessarily limited to, data collection of public trees – mapping coordinates, block side location, area location (subdivision or code number), right-of-way and/or public space location, species, diameter (DBH), estimated height, canopy width, age class, number of stems, and general condition. The consultant will be required to provide a qualified value of the environmental benefits (STRATUM analysis), identify and prioritize short and long-term maintenance needs – including open planting spaces, general observations about health, disease information, clearance, hardscape damage, overhead utilities, growth space, space size (cutouts, parkway) and any additional notes.

The Tree Inventory, which is the subject of funding pursuant to this Agreement, will begin by cataloging trees located within East Las Vegas, West Las Vegas and the Downtown area.

2. CITY OBLIGATIONS. As part of its obligation under this Agreement, the City agrees to do the following:

- a. The City will complete the work in a professional manner in compliance with all applicable local, state, and federal guidelines, regulations, and laws.
- b. To complete a request for proposals (RFP) for the Project as the sponsor of the Project. The City will make all bids and selection of vendors and sub-contractors available to Nevada Division of Forestry (NDF) upon request for the effective period of the grant as well as the five year storage period.
- c. To ensure proper planning, management and completion of the project as described in the original grant application.
- d. To seek reimbursement from the Nevada Division of Forestry (grantor) and the SNWA (matching partner) for funds spent in connection with the Project.
- e. The project shall be completed in a timeframe not to exceed eighteen (18) months from the date of execution of this agreement, unless an extension is required due to circumstances beyond the control of the City. The extension shall be agreed to by all parties.

3. SNWA OBLIGATIONS. As a part of its obligation under this Agreement, the SNWA agrees to do the following:

- a. To provide the City within 30 days of completion of the Tree Inventory data collection and delivery of a GIS data set, matching funds in the amount of \$10,000.00.

4. TERM. This Agreement shall commence on the date of execution by the City or the SNWA, whichever is the latter to occur (which date shall be inserted in the introductory paragraph of this Agreement) and shall continue in force and effect, **unless earlier terminated by Section 5 below**, until the City has completed the Project.

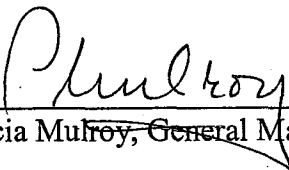
5. RIGHT OF TERMINATION. Either party may terminate this Agreement for any reason whatsoever by providing the other party with 30 days written notice thereof. In the case of termination by the SNWA, the City shall be reimbursed for expenses incurred prior to the effective date of the termination.

6. MISCELLANEOUS PROVISIONS.

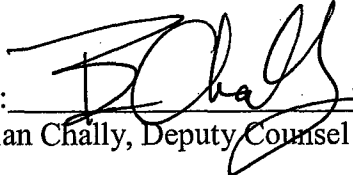
- a. *Entire Agreement.* This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof.
- b. *Amendments.* No amendment is effective to this Agreement unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF the parties have entered on this Agreement the day and year first written above.

SOUTHERN WATER AUTHORITY

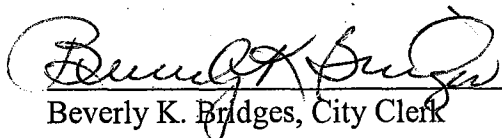
By:  6-19-08
Patricia Mulroy, General Manager Date

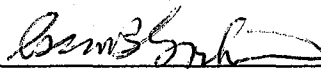
APPROVED AS TO FORM:

By:  6/19/08
Brian Chally, Deputy Counsel Date

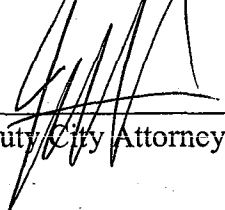
ATTEST:

CITY OF LAS VEGAS

 6/18/08
Beverly K. Bridges, City Clerk Date

By: 
Oscar B. Goodman, Mayor Date

APPROVED AS TO FORM:

By:  6/02/08
Deputy City Attorney Date