

CBE NO. 606461-22
INTERLOCAL
AGREEMENT
FOR RARE PLANT PROPAGATION RESEARCH PHASE 2.

between

CLARK COUNTY, NEVADA ON BEHALF OF
DEPARTMENT OF ENVIRONMENT AND SUSTAINABILITY
DESERT CONSERVATION PROGRAM

and

U. S. GEOLOGICAL SURVEY

FUNDING SOURCE – SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this _____ day of _____ 2023 by and between CLARK COUNTY, administered by the Department of Environment and Sustainability, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and U.S GEOLOGICAL SURVEY (herein after referred to as AGENCY), a public agency, for RARE PLANT PROPAGATION RESEARCH PHASE 2.

WITNESSETH:

WHEREAS, COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective January 9, 2001 accessible on the following website:
http://www.clarkcountynv.gov/airquality/dcp/Documents/Library/Guiding%20Docs/current/MSHCP_Permits.pdf

WHEREAS, pursuant to the authority granted by NRS 277.180, which authorizes COUNTY to enter into agreements with AGENCY to perform any governmental service or activity or undertaking which COUNTY or AGENCY is authorized to perform by law.

WHEREAS The authority for the USGS to enter into this agreement is 43 U.S.C. § 36c and the authority for USGS to receive payment in arrears is 43 U.S.C. § 50b.

WHEREAS, COUNTY agrees to fund this AGREEMENT for the not-to-exceed amount of \$628,573 including all travel, lodging, meals, equipment and miscellaneous expenses.

"WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website:
<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>

WHEREAS, the parties desire to enter into this AGREEMENT for the purposes of assuring actions identified in Exhibit A, Scope of Work will be completed by AGENCY and paid for by COUNTY.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

AGENCY will provide goods and/or services set forth in Exhibit A, Scope of Work attached hereto as project actions.

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by AGENCY shall be subject to review for compliance with the terms of this AGREEMENT by COUNTY'S representative, STEFANIE FERRAZZANO, BIOLOGIST, 702-455-6386, or the Director of Department of Environment and Sustainability's designee. COUNTY'S representative may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff member(s).

ARTICLE III: SUBCONTRACTS

Upon written approval by COUNTY, AGENCY may subcontract with, or arrange for work defined in Exhibit A, Scope of Work to be completed by, an approved agency or contractor.

ARTICLE IV: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay AGENCY for goods and/or services provided as outlined in Exhibit A, Scope of Work, for the not-to-exceed amount of \$628,573 based on approved budget appropriations for this project.

AGENCY will be entitled to periodic payments for work completed, and for other approved costs incurred as defined in Exhibit A, Scope of Work.

COUNTY, at its discretion, may not approve or issue payment on invoices if AGENCY fails to provide the following information required on each invoice:

1. The title of the project as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, the Payment Address, and the Funding Source.
2. For time and materials agreements, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoice containing travel expenses. Maximum reimbursable travel expenses under this agreement shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
3. A "BUDGET SUMMARY COMPARISON", which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email to dcp@clarkcountynv.gov or by United States mail or commercial courier/parcel service addressed as follows:

Sr. Financial Office Specialist, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

AGENCY shall submit an invoice within sixty (60) days after the end of each calendar quarter in which the AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work, unless COUNTY and AGENCY agree upon a different timetable in writing. However, without exception, AGENCY shall submit any and all invoices within six (6) months from the date AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

COUNTY will provide payment within sixty (60) days after receipt of an acceptable invoice including required documentation. Upon request by COUNTY, AGENCY shall provide justification of expenses within thirty (30) days. COUNTY shall not provide payment on any invoice AGENCY submits after six (6) months from the date AGENCY performs services, provides deliverables, and/or meets milestones, as agreed upon in the Scope of Work.

AGENCY must notify COUNTY in writing of any changes to AGENCY'S remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. Invoices must adhere to the requirements in Section K of the scope of work. Final payment will be withheld until an accurate invoice is received and all deliverables and milestones have been submitted and accepted. If COUNTY does not provide payment within 60 days from the date that an accurate invoice is received and all deliverables and milestones have been submitted and accepted, COUNTY will be responsible for interest and penalty and administrative fees at the annual rate established by the U.S. Treasury pursuant to 31 USC § 3717.

ARTICLE V: TIME SCHEDULE

If AGENCY'S performance of work is delayed or if AGENCY'S sequence of tasks is changed, AGENCY shall include a written explanation of the reasons for the delay and shall ensure that the updated schedule provides for the completion of the work within the term of the AGREEMENT. Each updated schedule is subject to COUNTY representative's written approval. If at any time, the work is at risk of not being completed within the term of this AGREEMENT, AGENCY shall notify the COUNTY'S representative in writing immediately.

ARTICLE VI: TERM OF AGREEMENT

The term of this AGREEMENT shall be from the day of AGREEMENT award through December 31, 2026.

COUNTY, at its sole discretion, may authorize a no cost extension to the term of this AGREEMENT for a period up to six months.

Final invoices to be submitted under this AGREEMENT must be received by COUNTY within ninety (90) calendar days after contract end date.

ARTICLE VII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance. In the event of a suspension, the term of this agreement shall not be extended except by written agreement. County agree to reimburse AGENCY for work performed up to the suspension.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY'S control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY'S consideration of AGENCY for future projects.

In the event of bad faith termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY'S default except for amounts owed to AGENCY for satisfactory work performed prior to termination. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.

3. Upon termination or suspension, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

ARTICLE VIII: AMENDMENTS

COUNTY may at any time, by written amendment and with the written consent of AGENCY, make changes to the Exhibit A, Scope of Work of this AGREEMENT. Requests for changes to the Exhibit A, Scope of Work made by AGENCY must be made in writing, must be submitted via email to dcp@clarkcountynv.gov and must adhere to COUNTY procedures, accessible on the following website:
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

AGENCY requests for amendments are subject to approval by COUNTY. If approved by COUNTY, these changes will be incorporated into this AGREEMENT through a written amendment.

ARTICLE IX: NOTICES

Except where specifically stated in this AGREEMENT, all notices, requests, demands, and other communications required or permitted pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage, prepared and addressed as follows:

TO COUNTY: STEFANIE FERRAZZANO, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

TO U.S GEOLOGICAL SURVEY: Keith Miles, WERC Center Director
3020 State University Way
Suite 4004 Modoc Hall
Sacramento, CA 95814

ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, AGENCY will retain title. For equipment with an individual purchase price of \$5,000 (five thousand) or more, the final invoice shall certify the per unit fair market value, including the source or method for determining the value, and the deduction of any remaining value from the final invoice if applicable. In the case of leased equipment, COUNTY requires a copy of the executed lease AGREEMENT within thirty (30) calendar days of its inception. The final invoice shall certify that the lease has been terminated and/or lease costs have been transferred to AGENCY funding source.

ARTICLE XI: DATA MANAGEMENT

AGENCY shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.

All data shall be transmitted to COUNTY and becomes the property of both COUNTY and AGENCY. All materials, information, documents, and drawings developed under this AGREEMENT are also subject to these conditions, and Article XII, as applicable.

COUNTY reserves the right to use the data for various analyses required for programmatic planning and the adaptive management science process.

AGENCY grants to COUNTY a royalty-free, perpetual license to copy, use, disclose, and sublicense such deliverables for any lawful purpose without notice to AGENCY.

ARTICLE XIII: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

COUNTY requires acknowledgement of its support of your activities. COUNTY will notify AGENCY in writing of this requirement. The acknowledgement listed in quotation marks below shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work. In instances where use of this statement is not feasible AGENCY may adjust the statement or receive a waiver of use, upon written notice to and approval by COUNTY.

"This work was supported by the Clark County Desert Conservation Program and funded by (ADD: Section 10, or Southern Nevada Public Land Management Act) as project number 2021-USGS-2075A to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

ARTICLE XIV: AGENCY REQUIREMENTS

There are no additional requirements of AGENCY that have been agreed upon by COUNTY.

ARTICLE XV: GOVERNING LAW/VENUE OF ACTION

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada and Federal law. Where inconsistency lies between the laws, Federal Law will control if it preempts State Law. Otherwise, State Law will control. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in general court of competent jurisdiction.

ARTICLE XVI: AUTHORIZED REPRESENTATIVES

By signature below the parties certify; individuals listed in this document are representatives of the respective parties and are authorized to act in their respective areas for matters related to this agreement.

U.S GEOLOGICAL SURVEY

COUNTY
CLARK COUNTY, NEVADA

By: A. MILES
A. Keith Miles
WERC CENTER DIRECTO

Digitally signed by A.
MILES
Date: 2022.12.13
09:57:20 -08'00'

Date: 12/13/22

By: _____
JAMES B. GIBSON, CHAIR
Board of County Commissioners

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM: Steven
Wolfson, District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

Date: Dec 22, 2022

EXHIBIT A
SCOPE OF WORK

A. PROJECT TITLE: Rare Plant Propagation Research Phase II

B. PROJECT NUMBER: 2021-USGS-2075A

C. PROJECT OVERVIEW:

The Mojave Desert in Clark County, Nevada hosts several rare and protected plant species including Las Vegas bearpoppy (*Arctomecon californica*, ARCA), white-margined penstemon (*Penstemon albomarginatus*, PEAL), Blue Diamond cholla (*Cylindropuntia multigeniculata*, CYMU), three-corner milkvetch (*Astragalus geyeri* var. *triquestrus*, ASGET), and sticky buckwheat (*Eriogonum viscidulum*, ERVI). Two of these plants are currently under consideration for protections under the federal Endangered Species Act, further highlighting the need to establish well-informed conservation strategies for these species.

Phase I of this project included research on seed ecology, propagation techniques, and the feasibility of establishing nursery stock for these species. Phase II will expand upon this research and create conservation collections of seed. This phase will not only increase our knowledge of rare species ecology but will also establish techniques and plant materials that can be used for future research and/or re-introductions should the need arise.

D. PROJECT LOCATION(S):

This project will take place in Clark County, Nevada. AGENCY shall select field locations based on known occurrence data for the target species. All field research and collection of plant materials shall occur on public lands unless otherwise approved by COUNTY. AGENCY shall obtain land manager/owner permissions before accessing properties. AGENCY shall provide facilities for experiments, and nursery stock production, etc. unless otherwise indicated by COUNTY.

E. PROJECT GOALS AND OBJECTIVES:

The goals of this project are to advance our knowledge of rare plant propagation and outplanting methods, and to begin establishing nursery and seed stock that will be available for future research and/or re-introductions should the need arise.

F. PROJECT METHODS:

AGENCY shall establish methodologies that will accomplish the goals and objectives of this project. The methodologies shall be tailored to each target species to ensure project efficiency and the highest probability of successful outcomes. Minimum requirements for each target species follow:

ERVI and ASGET conservation collections of seeds

- 1) ERVI: Create conservation collections of seed *directly* from adult plants in habitat and *indirectly* from seed bank grow-out of soils collected around adult plants for different sites and different years.
- 2) ASGET: Create conservation collections by first supplementally watering known habitat and subsequently collecting seeds *directly* from adult plants and *indirectly* from seed bank grow-out of soils collected around adult plants for different sites and in different years

ARCA nursery propagation of seedlings for outplanting

- 1) Test propagation practices for developing ARCA plant stock (native vs nursery soils, temperature and watering schedules, and/or dilute fertilizers with varied elemental ratios). Use seeds provided by USDA/ARS (Kelsey Graham) from three populations of ARCA
- 2) Evaluate emergence of ARCA seedlings from soil seed bank collected along a distance gradient from adult plants in habitat and grown out using greenhouse emergence method

CYMU re-introduction into habitat

- 1) Test reintroduction practices: use current nursery stock (Blue Diamond Hill) and augment with plants from other populations using techniques developed during Phase I
 - a. Season of outplanting: spring vs. fall
 - b. Nurse plant association: adult shrub/CYMU vs open planting microhabitats
 - c. Herbivory protection: caged vs. no cages
 - d. Supplemental watering during initial establishment: frequent vs. infrequent watering

PEAL propagation from cuttings and reintroduction into habitat

- 1) Test nursery growth conditions for producing robust nursery stock
 - a. Shoot/root cuttings vs. root cuttings
 - b. Pot sizes
 - c. Soil growth media
- 2) Test re-introduction treatments for maximizing survival and growth
 - a. Season of outplanting: fall vs. winter
 - b. Nurse plant association: based on known species associated with PEAL

G. STAFFING AND EQUIPMENT:

If unforeseen circumstances affect AGENCY’s ability to provide deliverables or impact the deliverable schedule, it is the responsibility of AGENCY to notify COUNTY, develop a solution to meet project schedule, and to submit a request for an amendment to the AGREEMENT for consideration, if necessary.

AGENCY is responsible for acquiring all tools, equipment, and transportation necessary to complete this project.

H. PERMITS & REQUIREMENTS:

AGENCY is responsible for acquiring any permissions required to access field locations. AGENCY shall acquire collection permits from the National Park Service, Nevada Division of Forestry, and any other applicable entities for collection of plant materials.

I. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:

AGENCY shall complete all deliverables and meet all milestones per the schedule listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. A milestone is a reference point marking a major event in the project and will be used to monitor the project’s progress. A deliverable is a tangible and measurable result, outcome, or item that must be produced to complete a project or a part of a project.

Description of Deliverables and Milestones

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and AGENCY may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. AGENCY’s Project Manager shall attend.
3. Work Plan. This plan shall identify specific actions needed to complete project milestones and deliverables given the Milestone/Deliverable/Invoicing Schedule Table of this Scope of Work. Work Plan guidance can be found on the following website: <http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>, document title “Work Plan Guidance”.
4. Data Management Plan This plan shall include descriptions of quality assurance and quality control (QA/QC) procedures for all data. Any GIS products must contain metadata to include, at minimum, the DCP project number and Project Manager Name, AGENCY’s name and Project Manager name, date of project, project information in the summary and description, and the title of the associated Final Report if applicable. Additional guidance can be found on the following website: [https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/project handbook.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/project%20handbook.php), document title “DCP Data Management Guidelines”.
5. Permits. AGENCY shall submit copies of relevant permits to COUNTY.
6. Collect CYMU joints (spring treatment). AGENCY shall complete collections of stem joints at CYMU populations, establish propagation trials in the greenhouse, monitor establishment, and maintain plants until outplanting (spring 2024) on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
7. Collect seeds from ERVI populations (ERVI2023). AGENCY shall complete collections of seeds from ERVI populations and test seed viability on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
8. Test viability of ARCA seeds and begin propagation trials. Viability of ARCA seeds provided by USDA/ARS will be tested in the AGENCY laboratory on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

9. Seed available for ERVI from field collections (ERVI2023). Viable ERVI seed collected from adult plants in habitat will be made available for future research or as conservation collections. AGENCY's availability of seed stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
10. Collect CYMU joints (fall treatment). AGENCY shall complete collections of stem joints at CYMU populations, establish propagation trials in the greenhouse, monitor establishment, and maintain plants until outplanting (fall 2024) on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
11. Begin first year soil seed bank propagation (ERVISb1). AGENCY shall collect soil seed bank from first year ERVI populations and begin the activities on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
12. Establish first year ASGET habitat plots for irrigation (ASGETirr1). AGENCY shall select ASGET plots in habitat and irrigate plots to promote germination on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
13. Complete CYMU (spring treatment) measurements and assign habitat treatments. AGENCY shall measure plant covariates for all CYMU (spring treatment) and assign post-planting treatments on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
14. Outplant CYMU (spring treatment) into habitat. AGENCY will transfer CYMU plants propagated from joints into suitable habitats and begin monitoring establishment on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
15. Collect PEAL cuttings and establish propagation trials. AGENCY shall complete collections of stem and root cuttings at PEAL populations, establish propagation trials in the greenhouse, and maintain plants until outplanting on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
16. Collect seeds from ERVI populations (ERVI2024). AGENCY shall complete collections of seeds from ERVI populations and test seed viability on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
17. Complete first year ERVI soil seed bank propagation (ERVISb1). AGENCY shall complete the specified activities on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
18. Seed available for ASGET from first year irrigated habitats (ASGETirr1). Viable ASGET seed collected from adult plants in irrigated habitat will be made available for future research or as conservation collections. AGENCY's availability of seed stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
19. Seed available for ERVI from field collections (ERVI2024). Viable ERVI seed collected from adult plants in habitat will be made available for future research or as conservation collections. AGENCY's availability of seed stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
20. Seed available for ERVI propagated from soil seed bank (ERVISb1). Viable ERVI plant materials developed through seed bank emergence method during this project will be made available for future research or outplanting. AGENCY's availability of nursery stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
21. Complete CYMU (fall treatment) measurements and assign habitat treatments. AGENCY shall measure plant covariates for all CYMU (fall treatment) and assign post-planting treatments on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
22. Begin soil seed bank propagation (ARCA, ASGETsb1, ERVISb2). AGENCY shall begin the following activities on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. Collect soil seed banks from populations of ARCA and ERVI and on irrigated plots for populations of ASGET.
23. Establish second year ASGET habitat plots for irrigation (ASGETirr2). AGENCY shall select ASGET plots in habitat and irrigate plots to promote germination on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

24. Outplant CYMU (fall treatment) into habitats. AGENCY shall transfer CYMU plants propagated from joints into habitats and PEAL propagated from cuttings on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
25. Complete ARCA propagation trials from seed. AGENCY shall complete the specified activities on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
26. Outplant PEAL into habitats. AGENCY shall transfer PEAL plants propagated from cuttings into habitats on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
27. Complete monitoring of CYMU (spring treatment). Field monitoring of CYMU plants propagated through joint cuttings and outplanted during spring of this project will be completed on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
28. Collect seeds from ERVI populations (ERV12025). AGENCY shall complete collections of seeds from ERVI populations and test seed viability on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
29. Complete soil seed bank propagation (ARCA, ASGETsb1, ERV1sb2). AGENCY shall complete the specified activities on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
30. Nursery stock available for ARCA propagated from seed. Viable ARCA plant materials developed through seed acquired from Kelsey Graham during this project will be made available for future research or outplanting. AGENCY's availability of nursery stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
31. Seed available for ERVI propagated from soil seed bank (ERV1sb2). Viable ERVI seeds developed through seed bank emergence method during this project will be made available for future research or outplanting. AGENCY's availability of nursery stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
32. Seed available for ERVI from field collections (ERV12025). Viable ERVI seed collected from adult plants in habitat will be made available for future research or as conservation collections. AGENCY's availability of seed stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
33. Seed available for ASGET from field collections (ASGET1rr2025). Viable ASGET seed collected from adult plants in irrigated habitat will be made available for future research or as conservation collections. AGENCY's availability of seed stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
34. Complete monitoring of CYMU (fall treatment). Field monitoring of CYMU plants propagated through joint cuttings and outplanted during spring of this project will be completed on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
35. Seed available for ASGET propagated from soil seed bank (ASGETsb2). Viable ASGET seeds developed through seed bank emergence method during this project will be made available for future research or outplanting. AGENCY's availability of nursery stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
36. Final Report for ARCA. This document shall contain the information which was acquired from ARCA research during this project. AGENCY shall submit final reports in the format described in the approved Work Plan deliverable for this project. This report shall be submitted at the completion of the project in the format provided on the following website:
[https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/project_handbook.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/project_handbook.php), document title "DCP Final Report Format".
37. Final Data Deliverable for ARCA. GIS data and aspatial project data shall be submitted in the format described in the approved Data Management Plan deliverable for this project, or per Section I, Document Submittal, of this Scope of Work.
38. Outplant CYMU to Blue Diamond Hill. AGENCY shall transfer CYMU plants propagated from cuttings into Blue Diamond Hill habitat and begin monitoring establishment success on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

39. Final Report for ASGET. This document shall contain the information which was acquired from ASGET research during this project. AGENCY shall submit final reports in the format described in the approved Work Plan deliverable for this project. This report shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Report Format".
40. Final Data Deliverable for ASGET. GIS data and aspatial project data shall be submitted in the format described in the approved Data Management Plan deliverable for this project, or per Section I, Document Submittal, of this Scope of Work.
41. Collect seeds from ERVI populations (ERVI2026). AGENCY shall complete collections of seeds from ERVI populations and test seed viability on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
42. Seed available for ERVI from field collections (ERVI2026). Viable ERVI seed collected from adult plants in habitat will be made available for future research or as conservation collections. AGENCY's availability of seed stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
43. Final Report for PEAL. This document shall contain the information which was acquired from PEAL research during this project. AGENCY shall submit final reports in the format described in the approved Work Plan deliverable for this project. This report shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Report Format".
44. Final Data Deliverable for PEAL. GIS data and aspatial project data shall be submitted in the format described in the approved Data Management Plan deliverable for this project, or per Section I, Document Submittal, of this Scope of Work.
45. Complete monitoring of CYMU outplants at Blue Diamond. Field monitoring of CYMU plants propagated through joint cuttings and outplanted during spring of this project will be completed on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
46. Final Report for ERVI. This document shall contain the information which was acquired from ERVI research during this project. AGENCY shall submit final reports in the format described in the approved Work Plan deliverable for this project. This report shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Report Format".
47. Final Data Deliverable for ERVI. GIS data and aspatial project data shall be submitted in the format described in the approved Data Management Plan deliverable for this project, or per Section I, Document Submittal, of this Scope of Work.
48. Nursery stock available for ARCA propagated from soil seed bank. Live ARCA plants developed through seed bank emergence method during this project will be made available for future research or outplanting. AGENCY's availability of nursery stock will be confirmed by COUNTY site visit unless otherwise approved by COUNTY.
49. Final Report for CYMU. This document shall contain the information which was acquired from CYMU research during this project. AGENCY shall submit final reports in the format described in the approved Work Plan deliverable for this project. This report shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Report Format".
50. Final Data Deliverable for CYMU. GIS data and aspatial project data shall be submitted in the format described in the approved Data Management Plan deliverable for this project, or per Section I, Document Submittal, of this Scope of Work.
51. Quarterly Progress Reports. These reports shall be submitted to COUNTY on or before January 5, April 5, July 5, and October 5 of each calendar year for the term of this agreement. The format is provided on the following

website:

https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Quarterly Report Format".

COUNTY reserves the right to edit these reports for grammar and accuracy for posting to a public website.

52. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on June 30th of each odd-numbered year and at the completion of the project. The report format is provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Biennium Summary Report Format".

COUNTY reserves the right to edit these reports for grammar and accuracy for publication in the Biennium Progress Report.

53. Annual Project Review Presentation. If requested, AGENCY shall prepare and present an Annual Project Review Presentation to representatives of the MSHCP's Adaptive Management Program in each year of the contract term. Dates and locations to be determined by COUNTY. The format for the annual project review presentation is an approximately 20-minute oral presentation that contains the following information:
- a. Title of project,
 - b. A brief summary of the project's progress and findings,
 - c. A cumulative summary of the project's progress to date, which you may craft using the materials you have already submitted to the Desert Conservation Program in previous quarterly reports, and
 - d. A brief summary of the work plan for the remainder of the project, discussing any changes in approach that have been adopted to address issues or barriers to progress.

Copies of all presentations materials will be provided to COUNTY prior to the start of the presentation.

54. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Final Project Review Summary Format".

J. DOCUMENT SUBMITTAL:

All deliverables must be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified in Section I, Project Schedule, Milestones and Deliverables.

Deliverables submitted electronically may not exceed 30MB file size.

If submitting a document in a format other than Microsoft Word, Microsoft Excel, Microsoft PowerPoint, or Adobe Acrobat, AGENCY shall contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall complete the 'Contractor/Agency section' of the DTF. The form may be found at:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Deliverable Transmittal Form".

If unable to submit deliverables via email, submit them via U.S. mail or commercial courier or parcel service. Please send only one deliverable per USB drive and ensure that each is labeled with the project title and project number listed in this Scope of Work.

Deliverables submitted via U.S. mail or commercial courier or parcel service shall be mailed to the following address:

Deliverable Monitor, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

Within thirty (30) calendar days of receipt of a deliverable, COUNTY's representative will approve or reject the deliverable and notify AGENCY in writing. If more time is needed for review of deliverables, as in the case of a peer review, COUNTY will notify AGENCY in writing and provide an estimated number of days for review. If the deliverable is not approved, the notification will include the reasons for the disapproval, including, but not limited to, the quality and substance of the deliverable based on standard professional practice and applicable terms of this Agreement/Contract. AGENCY shall correct the deficiencies and resubmit an acceptable deliverable to COUNTY within ten (10) calendar days for approval, unless otherwise directed by COUNTY. Upon AGENCY'S request and justification, COUNTY may grant AGENCY more time for corrections. Invoice payment will be withheld pending deliverable approval.

K. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined in (Specify which Article of Section of Contract or Interlocal Agreement this falls in). This section provides further clarification on invoicing allowances:

AGENCY shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the "amount allowed" fee(s) listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

It is the responsibility of AGENCY to ensure all deliverables for the invoice period have been delivered and accepted and all milestones have been completed **before submitting an invoice**. AGENCY shall cite the deliverable and/or milestone number being invoiced.

COUNTY, at its discretion, may not approve or issue payment on invoices if AGENCY fails to provide the following information required on each invoice:

- a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at:
[https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/project_handbook.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation_program/project_handbook.php).

Invoices shall be submitted via email to dcg@clarkcountynv.gov, or by United States mail or commercial courier/parcel service addressed as follows:

Administrative Specialist, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

PLEASE DO **NOT** SEND INVOICES VIA EMAIL **AND** MAIL, please select one submission option or the other and submit invoices only once.

Per NRS 244.250 COUNTY shall not provide payment on any invoice AGENCY submits after six (6) months from the date AGENCY performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Western Ecological Research Center
3020 State University Drive
Modoc Hall, Suite 4004
Sacramento, California 95819

December 7, 2022

Clark County Nevada
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

RE: Addendum to Agreement Number CBE # 606461-22

Dear Sir/Madam:

The U.S. Geological Survey requires that specific elements be incorporated in our reimbursable agreements before they can be accepted and signed. One or more of these elements were not included in the original agreement received from your organization.

In order to expedite the acceptance of the agreement, please provide the information checked below. Sign, date, and return this letter via fax, mail, or PDF attachment to e-mail.

Point of Contact (name, e-mail address, telephone number) Helen Knepp hknepp@usgs.gov
279-782-3589 3020 State University Drive Modoc Hall Suite 4004 Sacramento, CA 95819

*Period of Performance - From: _____ To: _____

*Bill Frequency – (Circle one) Monthly Quarterly Semi-Annual Annual

*DUNS/UEI Number CC DUNS# 88600028 UEI PMGNVNSVFW7

Taxpayer Identification Number (TIN) (non-Federal) CC TIN# 826179926

*BETC (Federal) _____

*Agency Location Number (ALC) (Federal) _____

*Treasury Account Symbol and Legal Authority (Federal) _____

*Replace Economy Act Authority with _____

DoD – FSN and MIPR Accounting Classification Code _____

Accounting Classification Code (Federal) _____

*Mandatory Termination/Cancellation Clause (non-Federal) _____

*Authority to Publish (non-Federal): It is understood that the results of this work will be available to the USGS for publication and use in connection with related work.

Other _____

Thank you for your prompt attention to this matter.

Appendix 1

**Milestone/Deliverable/Invoicing Schedule Table
Rare Plant Propagation Research Phase II
Project Number 2021-USGS-2075A**

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
TBD	M01	Contract Award and Mobilization	NO FEE ALLOWED
15 Days After Project Award	M02	Project Kick-off Meeting	\$0
March 1, 2023	D01	Work Plan	\$10,000
March 1, 2023	D02	Data Management Plan	\$10,000
March 1, 2023	D03	Permits	\$7,000
April 5, 2023	D04	Quarterly Progress Report (Project Start - March 31, 2023)	\$0
April 30, 2023	M03	Collect CYMU joints (spring treatment)	\$10,000
July 5, 2023	D05	Biennium Progress Summary Report	\$12,000
July 5, 2023	D06	Quarterly Progress Report (April 1, 2023 - June 30, 2023)	\$0
July 31, 2023	M04	Collect seeds from ERVI populations (ERVI2023)	\$10,000
TBD August 2023	M05	2023 Annual Project Review Presentation (If requested)	NO FEE ALLOWED
August 31, 2023	M06	Test viability of ARCA seeds and begin propagation trials	\$10,000
August 31, 2023	D07	Seed available for ERVI from field collections (ERVI2023)	\$15,000
October 5, 2023	D08	Quarterly Progress Report (July 1, 2023 - September 30, 2023)	\$0
October 30, 2023	M07	Collect CYMU joints (fall treatment)	\$10,000
November 30, 2023	M08	Begin first year soil seed bank propagation (ERVIsb1)	\$0
November 30, 2023	M09	Establish first year ASGET habitat plots for irrigation (ASGETirr1)	\$8,000
December 31, 2023	M10	Complete CYMU (spring treatment) measurements and assign habitat treatments	\$8,000
January 5, 2024	D09	Quarterly Progress Report (October 1, 2023 - December 31, 2023)	\$0

March 31, 2024	M11	Outplant CYMU (spring treatment) into habitat	\$8,000
March 31, 2024	M12	Collect PEAL cuttings and establish propagation trials	\$10,000
April 5, 2024	D10	Quarterly Progress Report (January 1, 2024 - March 31, 2024)	\$0
July 5, 2024	D11	Quarterly Progress Report (April 1, 2024 - June 30, 2024)	\$0
TBD August 2024	M13	2024 Annual Project Review Presentation (If requested)	NO FEE ALLOWED
July 31, 2024	M14	Collect seeds from ERVI populations (ERV12024)	\$10,000
August 1, 2024	M15	Complete first year ERVI soil seed bank propagation (ERV1sb1)	\$8,000
August 31, 2024	D12	Seed available for ASGET from first year irrigated habitats (ASGETirr1)	\$15,000
August 31, 2024	D13	Seed available for ERVI from field collections (ERV12024)	\$15,000
November 30, 2024	D14	Seed available for ERVI propagated from soil seed bank (ERV1sb1)	\$15,000
October 5, 2024	D15	Quarterly Progress Report (July 1, 2024 - September 30, 2024)	\$0
October 31, 2024	M16	Complete CYMU (fall treatment) measurements and assign habitat treatments	\$8,000
November 30, 2024	M17	Begin soil seed bank propagation (ARCA, ASGETsb1, ERV1sb2)	\$0
November 30, 2024	M18	Establish second year ASGET habitat plots for irrigation (ASGETirr2)	\$8,000
November 30, 2024	M19	Outplant CYMU (fall treatment) into habitats	\$8,000
December 31, 2024	M20	Complete ARCA propagation trials from seed	\$8,000
January 5, 2025	D16	Quarterly Progress Report (October 1, 2024 - December 31, 2024)	\$0
February 28, 2025	M21	Outplant PEAL into habitats	\$8,000
March 31, 2025	M22	Complete monitoring of CYMU (spring treatment)	\$8,000
April 5, 2025	D17	Quarterly Progress Report (January 1, 2025 - March 31, 2025)	\$0
July 5, 2025	D18	Quarterly Progress Report (April 1, 2025 - June 30, 2025)	\$0
July 5, 2025	D19	Biennium Progress Summary Report	\$15,000

July 31, 2025	M23	Collect seeds from ERVI populations (ERV12025)	\$10,000
July 31, 2025	M24	Complete soil seed bank propagation (ARCA, ASGETsb1, ERV1sb2)	\$10,000
August 31, 2025	D20	Nursery stock available for ARCA propagated from seed	\$15,000
August 31, 2025	D21	Seed available for ERVI propagated from soil seed bank (ERV1sb2)	\$15,000
August 31, 2025	D22	Seed available for ERVI from field collections (ERV12025)	\$15,000
August 31, 2025	D23	Seed available for ASGET from field collections (ASGET1rr2025)	\$15,000
TBD August 2025	M25	2025 Annual Project Review Presentation (If requested)	NO FEE ALLOWED
October 5, 2025	D24	Quarterly Progress Report (July 1, 2025 - September 30, 2025)	\$0
November 30, 2025	M26	Complete monitoring of CYMU (fall treatment)	\$8,000
December 31, 2025	D25	Seed available for ASGET propagated from seed bank (ASGETsb2)	\$15,000
January 5, 2026	D26	Quarterly Progress Report (October 1, 2026 - December 31, 2026)	\$0
January 31, 2026	D27	Final Report for ARCA	\$15,000
January 31, 2026	D28	Final Project Data for ARCA	\$10,000
February 28, 2026	M27	Outplant CYMU to Blue Diamond Hill	\$8,000
March 31, 2026	D29	Final Report for ASGET	\$15,000
March 31, 2026	D30	Final Project Data for ASGET	\$10,000
April 5, 2026	D31	Quarterly Progress Report (January 1, 2026 - March 31, 2026)	\$0
July 5, 2026	D32	Quarterly Progress Report (April 1, 2026 - June 30, 2026)	\$0
July 31, 2026	M28	Collect seeds from ERVI populations (ERV12026)	\$10,000
August 31, 2026	D33	Seed available for ERVI from field collections (ERV12026)	\$15,000
August 31, 2026	D34	Final Report for PEAL	\$15,000
August 31, 2026	D35	Final Project Data for PEAL	\$10,000

TBD August 2026	M29	2026 Annual Project Review Presentation (If requested)	NO FEE ALLOWED
September 30, 2026	M30	Complete monitoring of CYMU outplants at Blue Diamond	\$7,000
October 5, 2026	D36	Quarterly Progress Report (July 1, 2026 - September 30, 2026)	\$0
October 31, 2026	D37	Final Report for ERVI	\$15,000
October 31, 2026	D38	Final Project Data for ERVI	\$10,000
December 31, 2026	D39	Nursery stock available for ARCA propagated from soil seed bank	\$15,000
December 31, 2026	D40	Final Report for CYMU	\$15,000
December 31, 2026	D41	Final Project Data for CYMU	\$10,000
December 31, 2026	D42	Final Biennium Progress Summary Report	\$10,000
December 31, 2026	D43	Final Project Review Summary Form and Project Claim Release	\$71,573
		Administration Fee, Interest, and Penalties	\$10,000
	N/A	NO COST 6 MONTH EXTENSION	N/A
	N/A	Project Closeout	N/A
TOTAL NOT TO EXCEED AMOUNT:			\$628,573.00

Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment