



togetherforbetter

CBE NO. 607339-24
INTERLOCAL AGREEMENT
FOR DEVELOPMENT OF RESILIENT PLANT MATERIALS FOR
DESERT RESTORATION

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 _____ 2024 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 DEVELOPMENT OF RESILIENT PLANT MATERIALS FOR DESERT RESTORATION.

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](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, 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, Esther Criss, Senior Management Analyst, 702-455-3554, 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, up to a total amount not to exceed \$312,754.00, including Scope of Work Appendix 1 - Basic Services, and Appendix 1.2 - Additional Compensation, based on approved budget appropriations for this project.

1. **Appendix 1 - Basic Services.** For the services to be performed by AGENCY under this Scope of Work the COUNTY agrees to pay the AGENCY the fee in the amount of \$305,254.00 for Basic Services as detailed in Appendix 1 - Basic Services, Milestone/Deliverable/Invoicing Schedule Table.
2. **Appendix 1.2 - Additional Compensation.** For any services not set forth in the Appendix 1 – Basic Services, CONSULTANT shall receive prior written approval for any additional services. Upon receiving written approval from COUNTY Designated Point of Contact, COUNTY will pay up to the Not-to-Exceed amount of \$7,500.00 per attached Appendix 1.2 - Additional Compensation.
3. **Compensation: Reimbursable Expenses.** AGENCY agrees that all its direct and indirect expenses are included in the fee for Appendix 1 - Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Appendix 1.2 - Additional Compensation. AGENCY further agrees that all its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs that are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

AGENCY will be entitled to periodic payments for work completed, and for other approved direct 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

Time is of the essence for this agreement. The work identified in Exhibit A, Scope of Work is anticipated to end on March 1, 2027. AGENCY shall complete the work in accordance with the dates identified in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table in Exhibit A, Scope of Work.

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 contract award through March 1, 2027, contingent upon the availability of funds.

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.
3. 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.
4. Upon termination, 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.

For time and materials agreements, reallocation of funding to line items within the project budget can be made within ten (10) percent of the original budgeted amount for the item. AGENCY can make those changes without prior written consent but shall notify COUNTY of the distribution of any such reallocation. In instances where reallocation of funding to line items will be greater than ten (10) percent of the original amount budgeted for the line item, the AGENCY may adjust the amounts only upon written notice of approval by COUNTY. All adjustments to budget line items must remain within the total not-to-exceed amount awarded under Article IV of this AGREEMENT.

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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: Esther Criss, 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: Lesley DeFalco, Research Plant Ecologist
Boulder City Field Office USGS
P.O. Box 60640
Boulder City, NV 89005

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.

ARTICLE XII: INTELLECTUAL PROPERTY

Title to all inventions resulting from any research performed as part of this AGREEMENT shall reside with AGENCY. AGENCY grants to COUNTY a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of COUNTY the subject inventions throughout the world without notice to AGENCY.

Title to all copyrightable deliverables resulting from the performance of this AGREEMENT shall reside with AGENCY. 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 Section 10 as project number 2023-USGS-2382A, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

ARTICLE XIV: AGENCY REQUIREMENTS

AGENCY Fiscal Point of Contact:

Helen Knepp
3020 State University Drive
Modoc Hall, Suite 4004
Sacramento, California 95819
Email: hknepp@usgs.gov
Phone: 279-782-3589

Included in AGENCY direct costs are common services and facilities related costs. Common services costs are costs that benefit projects and tasks within the center that are collected using an indirect methodology to equitably allocate costs to each project. These include but are not limited to managerial, supervisory, information technology, on and offsite data backup system, budgeting, safety, and publications. Facilities related costs are costs that relate to office or laboratory space that support the mission related work of projects and tasks. AGENCY indirect rate is subject to change.

COUNTY DUNS Number: 88600028

COUNTY Taxpayer Identification Number (TIN)(Non-Federal): 826179926

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 a 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.

AGENCY:

U.S. GEOLOGICAL SURVEY

By: MATTHEW DEKAR

Digitally signed by
MATTHEW DEKAR
Date: 2024.11.07
08:25:36 -08'00'

MATTHEW P. DEKAR
USGS, WERC Center Director

Date: 11/7/24

COUNTY:

COUNTY OF CLARK, NEVADA

By: TICK SEGERBLOM, CHAIR
Board of County Commissioners

Date: _____

ATTEST:

By: LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Dec 2, 2024 08:27 PST)

SARAH SCHAERRER
Deputy District Attorney

Date: 12/02/2024

**EXHIBIT A
SCOPE OF WORK**

A. PROJECT INFORMATION:

Project Title: Development of Resilient Plant Materials for Desert Restoration		
Project Number: 2023-USGS-2382A		
COUNTY / Desert Conservation Program (DCP) Department of Environment and Sustainability – Desert Conservation Program 4701 W. Russell Road, Suite 200 Las Vegas, Nevada 89118	DCP Designated Point of Contact Esther Criss, Senior Management Analyst Phone # & Email 702-455-3554 Esther.Criss@ClarkCountyNV.gov	DCP Project Manager Stefanie Ferrazzano, Biologist Phone # & Email 702-455-6386 Stefanie.Ferrazzano@ClarkCountyNV.gov
AGENCY – U.S. Geological Survey U.S. Geological Survey 12201 Sunrise Valley Drive Reston, VA 20192	Agency's Designated Point of Contact Lesley DeFalco, Research Plant Ecologist Phone # & Email 702-497-0959, ldefalco@usgs.gov	Agency's Project Manager Sara Scoles-Sciulla, Ecologist Phone # & Email 702-294-6595, ssciulla@usgs.gov
Key Personnel listed may be updated by notice to the other party without formal amendment to the scope of work, substitution(s) for AGENCY must be approved in writing by COUNTY.		

B. DEFINITIONS: The following Definitions and Acronyms are used throughout this Scope of Work:

BCC	Board of County Commissioners
BLM	U.S. Bureau of Land Management
CFR	Code of Federal Regulations
DCP	Desert Conservation Program
FAR	Federal Acquisition Regulation
GRIN	Germplasm Resources Information Network
P.O.	Clark County, Nevada Purchase Order
QA/QC	Quality Assurance/Quality Control
SOS	Seeds of Success
USDA	U.S. Department of Agriculture
USGS	U.S. Geological Survey

C. PROJECT OVERVIEW:

An increasingly hotter and drier climate in recent decades has changed how restoration practitioners in the Mojave Desert think about re-assembling resilient plant communities, particularly in Mojave desert tortoise habitat burned by large wildfires. Re-seeding disturbances with species important for tortoise forage (herbaceous forbs) and cover (woody shrubs) has had historically low success in part because specific temperature and moisture requirements must be met to break seed dormancy in many cases, and non-native annuals often suppress native seedlings. Outplanting nursery-raised shrub seedlings helps bypass the impediments to establishment from seed; however, outplanted seedlings are often eradicated by small herbivores during the first year. Outplanting shrub seedlings is also more costly and labor intensive than seeding and is difficult to manage in remote locations, so robust seedlings that can endure post-planting conditions are vital if shrub outplanting is to become a practical option for large disturbances. Broadcast seeding of herbaceous forbs may be more feasible if seeds can be produced so that they can germinate, grow, and reproduce under water-limited conditions in habitat.

Interest has grown in the pre-conditioning of plant materials – where seedlings or seeds are exposed to an environmental stressor during propagation to improve tolerance to stress events after outplanting or sowing, respectively – especially for promoting restoration success in a hotter, drier climate. Exposing seedlings of woody shrubs to drought stress in the nursery setting is a well-known practice for enhancing post-planting survival in forested lands but has received little attention for desert species. The results of a pilot study by the U.S. Geological Survey (USGS) indicated that pre-conditioning treatments show promise for increasing abilities of common shrubs to endure drying soils during late spring and summer as well as to survive after repeated grazing by black-tailed

jackrabbits. Longer pre-conditioning treatment is expected to show stronger responses, but more research is needed to determine how treatments can be optimized for each target shrub species. In addition, maturing forbs under intermittent drought conditions in a nursery setting is known to acclimate the progeny seeds for future environmental stressors, including mediating the effects of non-native annual plant competitors, but this approach is not well studied for desert forb species.

COUNTY seeks to fund research to develop resilient nursery stock and seeds for restoring degraded Mojave Desert habitat.

D. PROJECT LOCATION(S):

Study/Project locations will be as follows:

AGENCY shall provide the necessary offices and research facilities. Research gardens shall be located in low elevation Mojave desert scrub within Clark County, NV. Study sites shall be determined by AGENCY with input from COUNTY.

E. PROJECT OBJECTIVES:

The goal of this project is to study the effects of pre-conditioning treatments on native plant species that are considered important for Mojave desert tortoise habitat restoration so that more resilient nursery and seed stock can be developed. Objectives are as follows:

- Employ experimental design to apply pre-conditioning treatments to Mojave Desert native shrub and forb species.
- Compare biometric indicators of health and success across the different treatments.
- Evaluate the growth and survival of pre-conditioned plant materials under natural stressors in a low-elevation Mojave Desert environment.

F. PROJECT METHODS:

AGENCY shall acquire plant materials for shrubs and forbs through direct collections of seeds (based on availability) and/or stem cuttings from plants on Bureau of Land Management (BLM) lands, and/or through seeds already collected and available through conservation entities such as BLM's Seeds of Success Program (SOS) and/or the U.S. Department of Agriculture (USDA) Germplasm Resources Information Network (GRIN). AGENCY shall develop an experimental design including treatments intended to pre-condition shrub outplants for drought resistance (by limiting watering and/or applying foliar sprays) and herbivore resistance (such as by clipping plant canopy). Plants will be propagated in the USGS greenhouse, and pre-conditioning treatments shall be evaluated in the first year by comparing stem diameter, root and shoot mass, root-to-shoot ratio, and survival across the different treatments. AGENCY shall grow forb species under varying moisture stress treatments. Seeds shall be evaluated for attributes promoting germination under low moisture conditions. Species used for testing shall represent a variety of species and plant functional types suitable for Mojave desert tortoise habitat restoration.

In the second year of the study, AGENCY shall evaluate the growth and survival of pre-conditioned plant materials under natural stressors in a research garden that occurs in the Mojave desert scrub south of Boulder City, Nevada. AGENCY shall test effects of seasonal soil drying and natural herbivory for pre-conditioned shrub seedlings and shall test effects of seasonal soil drying and competition with non-native annuals for pre-conditioned seeds.

G. REFERENCES:

Desert Conservation Program (DCP). 2024. Project Handbook. Available online at:

https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php

Esque, T.C., L.A. DeFalco, G.L. Tyree, K.K. Drake, K.E. Nussear and J.S. Wilson. 2021. Priority species lists to restore desert tortoise and pollinator habitats in Mojave Desert shrublands. *Natural Areas Journal* 41:145-158.

H. STAFFING AND EQUIPMENT:

AGENCY shall inform COUNTY in writing of changes in key staff. If a change in staffing levels within the term of this agreement/contract affects AGENCY ability to provide deliverables or impacts the deliverable schedule, it is the responsibility of AGENCY to notify the COUNTY, develop a workable solution to meet project schedule, and to submit a request for an amendment to the agreement/contract for consideration, if necessary.

I. PERMITS & REQUIREMENTS:

In the event that rainfall leads to opportunities for collection of seeds or stem cuttings from BLM lands, AGENCY shall obtain permit(s) for seed and/or tissue collection from the BLM and comply with all permit requirements.

J. 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. Descriptions of Deliverables and Milestones follow:

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 is provided in the Project Handbook (DCP, 2024), document title "Work Plan Guidance".
4. Data Management Plan. This plan shall be submitted using the guidelines provided in the Project Handbook (DCP, 2024), document title "DCP Data Management Guidelines".

This plan will include a description of quality assurance and quality control (QA/QC) procedures for all data.

5. 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 in the Project Handbook (DCP, 2024), document title "DCP Quarterly Report Format".

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

6. Forb species selection. AGENCY shall select forb species and source locations to be included for project in cooperation with BLM and COUNTY and based on priority species lists of native plants appropriate for habitat restoration for the Mojave desert tortoise (Esque et al. 2021, Natural Areas J 41:145-158).
7. Shrub species selection. AGENCY shall select shrub species and source locations to be included for project in cooperation with BLM and COUNTY and based on priority species lists of native plants appropriate for habitat restoration for the Mojave desert tortoise (Esque et al. 2021, Natural Areas J 41:145-158).
8. Collection permits and/or seed order confirmation. AGENCY shall submit to COUNTY copies of relevant permits (to collect seeds or stem cuttings for propagating greenhouse plants for pre-conditioning) and/or submit confirmation of order from entities that can provide seed collections (such as USDA GRIN and/or SOS Program) for propagating plants for pre-conditioning.
9. Acquire forb seeds and/or cuttings. AGENCY shall acquire forb species for greenhouse propagation by directly collecting seeds and/or stem cuttings from plants in habitat and/or by ordering seeds for species that are difficult to find in habitat using the SOS Program and/or GRIN sources.
10. Begin viability/rooting tests on forb species. AGENCY shall start laboratory tests on forb seeds using tetrazolium staining to determine viability and/or on stem cuttings by applying root hormone(s) to detect root production as described in the approved Work Plan.
11. Conclude viability/rooting tests on forb species. AGENCY shall complete viability/rooting tests on forb species on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
12. Acquire shrub seeds and/or cuttings. AGENCY shall acquire shrub species for greenhouse propagation by directly collecting seeds and/or stem cuttings from plants in habitat and/or by ordering seeds for species that are difficult to find in habitat using the SOS Program and/or GRIN sources.
13. Implement dormancy break treatments on forb seeds. AGENCY shall promote germination of forb seeds through species-specific treatments (such as chemical, mechanical, and temperature) and transfer resulting germinants to planting media to start seedling propagation.
14. Begin viability/rooting tests on shrub species. AGENCY shall start laboratory tests on shrub seeds using tetrazolium staining to determine viability and/or on stem cuttings by applying root hormone(s) to detect root production as described in the approved Work Plan.
15. Begin pre-conditioning and stress treatments (forb species). AGENCY shall begin implementation of pre-conditioning and stress treatments for forb species as described in the approved Work Plan.

16. Conclude viability/rooting tests on shrub species. AGENCY shall complete viability/rooting tests on shrub species on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
17. Implement dormancy break treatments on shrub seeds. AGENCY shall promote germination of shrub seeds through species-specific treatments (such as chemical, mechanical, and temperature) and transfer resulting germinants to planting media to start seedling propagation.
18. Begin monitoring vigor of pre-conditioned seedlings (forb species). AGENCY shall begin measurements on pre-conditioned seedlings of forb species in the greenhouse that include survival and growth metrics as described in the approved Work Plan.
19. Begin pre-conditioning and stress treatments (shrub species). AGENCY shall begin implementation of pre-conditioning and stress treatments for shrubs as described in the approved Work Plan.
20. Conclude pre-conditioning and stress treatments (forb species). AGENCY shall end pre-conditioning and stress treatments for forbs on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
21. Begin monitoring vigor of pre-conditioned seedlings (shrub species). AGENCY shall begin measurements on pre-conditioned seedlings of shrub species in the greenhouse that include survival and growth metrics as described in the approved Work Plan.
22. Conclude monitoring vigor of pre-conditioned seedlings (forb species). AGENCY shall end measurements on pre-conditioned seedlings of forb species in the greenhouse on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
23. Harvest, count, and sort pre-conditioned seeds (forb species). AGENCY shall collect fruits and remove, count, and sort seeds from pre-conditioned plants of forb species as described in the approved Work Plan.
24. Begin viability and dormancy tests on seeds of pre-conditioned forbs. AGENCY shall start laboratory tests on forb seeds using tetrazolium staining to determine viability and/or on stem cuttings by applying root hormone(s) to detect root production as described in the approved Work Plan.
25. Conclude pre-conditioning and stress treatments (shrub species). AGENCY shall end pre-conditioning and stress treatments for shrubs on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
26. Conclude viability and dormancy tests on seeds of pre-conditioned forbs. AGENCY shall end laboratory tests for viability of pre-conditioned forb seeds on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
27. Conclude monitoring vigor of pre-conditioned seedlings (shrub species). AGENCY shall end measurements on pre-conditioned seedlings of shrub species in the greenhouse on or before the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
28. Sow pre-conditioned forb seeds in garden and implement garden treatments. AGENCY shall introduce pre-conditioned seeds of forb species into garden environment as described in the approved Work Plan.
29. Transfer pre-conditioned shrub seedlings to shadehouse and begin hardening. AGENCY shall move pre-conditioned seedlings in the outdoor shadehouse and measure pre-planting covariates as described in the approved Work Plan so that seedlings can be exposed to ambient conditions for hardening before outplanting.
30. Outplant pre-conditioned shrub seedlings into garden. AGENCY shall transport pre-conditioned and hardened shrub seedlings to experimental garden and plant seedlings and implement planting treatments as described in the approved Work Plan.
31. Begin garden measurements of seedling emergence and vigor on forb species. AGENCY shall begin measurements of seedling emergence, growth, and survival of forb species as described in the approved Work Plan.
32. Monitor transplant stress of pre-conditioned shrub seedlings in garden. AGENCY shall assess the condition and survival of shrub seedlings recently outplanted to the garden as described in the approved Work Plan.

33. Harvest seeds from pre-conditioned plants in garden (forb species). AGENCY shall collect seeds from mature forb species raised in the garden from pre-conditioned seeds and as described in the approved Work Plan.
34. Monitor abiotic/biotic stress of pre-conditioned shrub seedlings in garden. AGENCY shall assess the condition and survival of shrub seedlings outplanted to the garden and exposed to seasonal soil drying and competition with invasive annual plants as described in the approved Work Plan.
35. Sort and count seeds from pre-conditioned plants in garden (forb species). AGENCY shall transport to the laboratory the fruits from forb species grown in the garden and resulting from pre-conditioned seeds so that seeds can be extracted and counted as described in the approved Work Plan.
36. Monitor post-stress recovery of pre-conditioned shrub seedlings in garden. AGENCY shall assess the condition and survival of shrub seedlings outplanted to the garden after recovery from exposure to summer temperature and invasive plant competition as described in the approved Work Plan.
37. Receipt Submittal. Receipts for any and all equipment purchase(s) with an individual purchase price of \$5,000 or more shall be submitted with any invoices. If items are valued at \$5,000 or more but less than \$5,000 of COUNTY funds are used, receipts shall be provided as well as proof of matching funds.
38. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on July 1st of each odd-numbered year and at the completion of the project. The report format is provided in the Project Handbook (DCP, 2024), document title "DCP Biennium Progress Summary Report Format".

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

39. 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 may be crafted using materials 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 presentation materials will be provided to COUNTY prior to the start of the presentation.

40. Final Project Data. 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. Final Project Report. This report shall be submitted at the completion of the project in the format provided in the Project Handbook (DCP, 2024), document title "DCP Final Report Format".
42. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided in the Project Handbook (DCP, 2024), document title "DCP Final Project Review Summary Form and Project Claim Release Format".

K. DOCUMENT SUBMITTAL:

All deliverables must be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified in Section K, 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 is provided in the Project Handbook (DCP, 2024), 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.

L. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined in Article IV of the interlocal agreement. 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.

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.

M. SUBCONTRACTS:

In accordance with Article III of the Interlocal Agreement, no subcontracts are currently approved for this project. Any subcontracting of this contract must receive prior approval from COUNTY Project Manager.

(End of Scope of Work)

APPENDIX 1 – BASIC SERVICES

Milestone/Deliverable/Invoicing Schedule Table
Development of Resilient Plant Materials for Desert Restoration
2023-USGS-2382A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
PO Award Date	M01	Contract Award and Mobilization	NO FEE ALLOWED
January 31, 2025	M02	Project Kick-off Meeting	NO FEE ALLOWED
February 15, 2025	D01	Work Plan	\$10,000
February 20, 2025	D02	Data Management Plan	\$10,000
February 25, 2025	M03	Forb species selection	\$8,500
March 1, 2025	M04	Shrub species selection	\$8,500
March 15, 2025	D03	Collection permits and/or seed order confirmation	\$10,000
March 20, 2025	M05	Acquire forb seeds and/or cuttings	\$10,000
April 1, 2025	M06	Begin viability/rooting tests on forb species	\$0
April 5, 2025	D04	Quarterly Progress Report (Project start – March 31, 2025)	NO FEE ALLOWED
May 1, 2025	M07	Conclude viability/rooting tests on forb species	\$10,000
May 15, 2025	M08	Acquire shrub seeds and/or cuttings	\$10,000
May 15, 2025	M09	Implement dormancy break treatments on forb seeds	\$10,000
May 30, 2025	M10	Begin viability/rooting tests on shrub seeds and/or cuttings	\$0
June 15, 2025	M11	Begin pre-conditioning and stress treatments (forb species)	\$0
June 30, 2025	M12	Conclude viability/rooting tests on shrub species	\$10,000
July 1, 2025	D05	Biennium Progress Summary Report	\$10,000
July 5, 2025	D06	Quarterly Progress Report (April 1, 2025 – June 30, 2025)	NO FEE ALLOWED
July 15, 2025	M13	Implement dormancy break treatment on shrub seeds	\$10,000

July 15, 2025	M14	Begin monitoring vigor of pre-conditioned seedlings (forb species)	\$0
TBD 2025	D07	2025 Annual Project Review Presentation (If requested)	NO FEE ALLOWED
Aug 15, 2025	M15	Begin pre-conditioning and stress treatments (shrub species)	\$0
September 15, 2025	M16	Conclude pre-conditioning and stress treatments (forb species)	\$10,000
September 15, 2025	M17	Begin monitoring vigor of pre-conditioned shrub seedlings	\$0
October 1, 2025	M18	Conclude monitoring vigor of pre-conditioned seedlings (forb species)	\$10,000
October 5, 2025	D08	Quarterly Progress Report (July 1, 2025 – September 30, 2025)	NO FEE ALLOWED
November 1, 2025	M19	Harvest, count, and sort pre-conditioned seeds (forb species)	\$10,000
November 15, 2025	M20	Begin viability and dormancy tests on seeds of pre-conditioned forbs	\$0
November 15, 2025	M21	Conclude pre-conditioning treatments (shrub species)	\$10,000
December 15, 2025	M22	Conclude viability and dormancy tests on pre-conditioned forb seeds	\$10,000
December 15, 2025	M23	Conclude monitoring vigor of pre-conditioned seedlings (shrub species)	\$10,000
January 5, 2026	D09	Quarterly Progress Report (October 1, 2026 – December 31, 2026)	NO FEE ALLOWED
January 10, 2026	M24	Sow pre-conditioned forb seeds in garden and implement garden treatments	\$10,000
January 15, 2026	M25	Transfer pre-conditioned shrub seedlings to shadehouse and begin hardening	\$10,000
February 15, 2026	M26	Outplant pre-conditioned shrub seedlings into garden	\$10,000
February 28, 2026	M27	Begin garden measurements of seedling emergence and vigor on forb species	\$0
April 5, 2026	D10	Quarterly Progress Report (January 1, 2026 – March 31, 2026)	NO FEE ALLOWED
April 15, 2026	M28	Monitor transplant stress of pre-conditioned shrub seedlings in garden	\$10,000
July 1, 2026	M29	Harvest seeds from pre-conditioned plants in garden (forb species)	\$10,000
July 5, 2026	D11	Quarterly Progress Report (April 1, 2026 – June 30, 2026)	NO FEE ALLOWED
July 15, 2026	M30	Monitor abiotic/biotic stress of pre-conditioned shrub seedlings in garden	\$10,000

TBD 2026	M31	2026 Annual Project Review Presentation (If requested)	NO FEE ALLOWED
September 1, 2026	M32	Sort and count seeds from pre-conditioned plants in garden (forb species)	\$10,000
October 5, 2026	D12	Quarterly Progress Report (July 1, 2026 – September 30, 2026)	NO FEE ALLOWED
October 15, 2026	M33	Monitor post-stress recovery of pre-conditioned shrub seedlings in garden	\$10,000
January 5, 2027	D13	Quarterly Progress Report (October 1, 2026 – December 31, 2026)	NO FEE ALLOWED
January 5, 2027	D14	Final Project Report	\$15,000
January 10, 2027	D15	Final Project Data	\$15,000
January 15, 2027	D16	Final Biennium Progress Summary Report	\$15,000
20 Days Prior to End Date	M34	Receipt Submittal (As necessary)	NO FEE ALLOWED
January 31, 2027	D17	Final Project Review Summary Form and Project Claim Release	\$3,254
March 1, 2027		Project Closeout	N/A
ONE (1), 6 MONTH NO COST EXTENSION ALLOWED AND EXPRESSLY PERMITTED AT THE SOLE OPTION OF THE COUNTY			
SUBTOTAL BASIC SERVICES FIXED FEE AMOUNT:			\$305,254
<p>*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.</p>			

(End of Appendix 1)

APPENDIX 1.2 - ADDITIONAL COMPENSATION

Development of Resilient Plant Materials for Desert Restoration
2023-USGS-2382A

I. ALLOWANCE FOR ADDITIONAL SERVICES

- a. A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The COUNTY Representative has authority to pre-authorize in writing Additional Services up to the subtotal Not-To-Exceed Amount. Services performed prior to receiving the required written authorization or in excess of the subtotal Not-To-Exceed Cost shall not be obligated for compensation.
- b. Additional Services are services provided in the interests of the Project that are not set forth in Appendix 1 – Basic Services, Milestone/Deliverable/Invoicing Schedule Table.
- c. The **AGENCY** shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Appendix 1.2 - Additional Compensation, or if no Additional Service fee has been established for the service, in accordance with the **AGENCY**'s Hourly Rates established in Appendix 1.2 - Additional Compensation. Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of COUNTY'S Purchase Order Standard Terms and Condition and shall not be cause for the **AGENCY** to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this scope of work.
- d. Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Appendix 1.2 - Additional Compensation. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Scope of Work. Expenses not listed in Appendix 1.2 - Additional Compensation as allowed Reimbursable Expenses shall not be compensated without amendment or work authorization to allow them as Reimbursable Expenses.
- e. Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Scope of Work.

ADDITIONAL SERVICES ALLOWANCE <u>Limited to 10 percent of (Appendix 1 - Basis Services Amount) or Department Head Approval</u>	
Authorized by written request from COUNTY Representative Only	
SUBTOTAL NOT-TO-EXCEED AMOUNT	<u>\$7,500.00</u>

- f. Additional Services authorized by written work authorization, issued within the Additional Services Allowance amount above, and upon approved budgeted appropriations; may include the following:

(As Applicable) Additional Services Authorized by written work authorization from COUNTY Representative Only	<u>AMOUNT ALLOWED</u>
Administrative Fee, Interest, and Penalties	\$7,500.00

(End of Appendix 1.2)