

CBE NO. 606788-23
INTERLOCAL AGREEMENT
FOR EDAPHIC COMPONENTS OF LV BEARPOPPY HABITAT

between

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

and

SOUTHERN UTAH UNIVERSITY

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 SOUTHERN UTAH UNIVERSITY (herein after referred to as AGENCY), a public agency, for EDAPHIC COMPONENTS OF LV BEARPOPPY HABITAT.

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_Permit.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, COUNTY agrees to fund this AGREEMENT up to the not-to-exceed amount of \$241,300 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, up to a not-to-exceed amount of \$241,300, based on approved budget appropriations for this project.

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. 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. COUNTY does not pay late fees or charges. Final payment will be withheld until all deliverables have been submitted and accepted.

ARTICLE V: TIME SCHEDULE

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 December 31, 2025, 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.

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 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. 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.

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 SOUTHERN UTAH UNIVERSITY: KODY ROMINGER, Program Manager
MARY PEARSON, VP of Finance
351 W University Blvd
Cedar City, UT 84720

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 (ADD: Section 10, or Southern Nevada Public Land Management Act) as project number 2023-SUU-2380A, 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

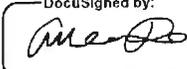
This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada and Federal law. Where inconsistency lies between the laws, Federal Law will control if it preempts State Law. Otherwise, State Law will control. Any action at law or other judicial proceeding for the enforcement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

COUNTY
CLARK COUNTY, NEVADA

By: 
DocuSigned by:
525A34CD412F4BE...
MART FEARSON, VP of Finance

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

Date: 10/3/2023

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: 
[Jason Patchett \(Oct 24, 2023 16:45 PDT\)](#)
JASON B. PATCHETT
Deputy District Attorney

Date: Oct 24, 2023

EXHIBIT A
SCOPE OF WORK

A. PROJECT TITLE: Edaphic Components of Las Vegas Bearpoppy Habitat

B. PROJECT NUMBER: 2023-SUU-2380A

C. PROJECT OVERVIEW:

The Las Vegas bearpoppy (*Arctomecon californica*) is commonly considered a gypsophile endemic, but it has been known for decades that it is not strictly confined to highly gypsiferous substrates. The edaphic factors that mediate its distribution across substrates with varying gypsum content remain largely unexplored, and there is considerable confusion in the available literature on this apparently controversial topic.

The U.S. Fish and Wildlife Service (USFWS) has completed a positive 90-day finding in response to list the Las Vegas bearpoppy and the Mojave poppy bee as endangered. Both species will undergo a species status assessment (SSA) as part of a 12-month finding. The USFWS is scheduled to complete the SSA and 12-month status review of the Mojave poppy bee in Federal Fiscal Year 2026, and new information will need to be provided by 2025 to be incorporated into the SSA. The edaphic component of Las Vegas bearpoppy habitat is an important topic for conservation of this species because it represents an understudied element of the habitat diversity that underlies the concept of representation used in SSAs, as well as having implications for species distribution modeling.

The County seeks to examine the range and variety of edaphic conditions that can support Las Vegas bearpoppy populations with the intention of providing valuable information to the USFWS and improving conservation of this species.

D. PROJECT LOCATION(S):

The project location is Clark County, Nevada. Study sites shall be determined by AGENCY with input from COUNTY.

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to broaden the available knowledge of the range of environments that can support Las Vegas bearpoppy, and to provide valuable insight for its management and conservation. To accomplish this goal, AGENCY shall:

- Quantify soil properties at selected Las Vegas bearpoppy locations,
- Examine potentially unusual soil substrate chemistry via plant tissue samples, and
- Report findings to COUNTY and USFWS.

F. PROJECT METHODS:

AGENCY shall use occurrence data and reports of Las Vegas bearpoppy occurrences on unusual substrates to select at least thirty study sites. At each site, AGENCY shall characterize vegetation, quantify field soil physical properties, and collect soil samples for laboratory analysis. AGENCY shall use presence of living Las Vegas bearpoppies or their dead remains as verification of occupancy on a local scale.

AGENCY shall include replicated plant tissue sample collection where adult poppies are present. The samples shall be used to examine tissue concentrations of evaporite-associated elements such as lithium or boron that would be associated with unusual substrate chemistry.

AGENCY shall provide periodic progress reports, annual and final data, and a final report as specified in Section I of this scope of work.

G. STAFFING AND EQUIPMENT:

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

H. PERMITS & REQUIREMENTS:

AGENCY shall acquire all necessary permits for this project including, but not limited to, permits from Nevada Division of Forestry and applicable land managers for voucher collection and tissue sampling.

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.

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 after project award. AGENCY's Project Manager shall attend.
3. Permits. AGENCY shall submit copies of relevant permits to COUNTY.
4. Quarterly Progress Reports. These reports are submitted to COUNTY on or before January 5, April 5, July 5, and October 5 of each calendar year for the term of contract. The format for the Quarterly Progress Reports can be found 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."
5. Work Plan. The work plan shall identify specific actions needed to complete project milestones and deliverables. Work plan guidance can be found on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "Work Plan Guidance".
6. Data Management Plan. The data management plan shall be submitted using the guidelines provided in the Data Management Guidelines located on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Data Management Guidelines."

This plan typically includes a description of quality assurance and quality control (QA/QC) procedures for all data.
7. Begin/Complete Field Work. AGENCY shall begin/complete field components of the project no later than the agreed upon dates and shall inform COUNTY Project Manager via email or phone once each milestone has been met.
8. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on July 1st of each odd-numbered year and also 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."
9. 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 will 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.
10. Annual 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 J, Document Submittal, of this Scope of Work. A succinct summary of initial findings and/or relevant observations shall accompany the data.
11. 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 J, Document Submittal, of this Scope of Work.
12. Final Project Report. 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."

13. Final Project Review Summary Form and Project Claim Release. This form 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 shall be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified.

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 must contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables shall be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall be responsible for completing 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 AGENCY is unable to submit deliverables via email, and COUNTY Project Manager has agreed, then deliverables may be submitted via U.S. mail or commercial courier or parcel service. Only one deliverable should be submitted per disk and AGENCY should ensure that each disk 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 should be mailed to the following address:

Deliverable Monitor, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russel 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 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.

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 Period, the Invoice Number,

and the Payment Address.

- b. A "BUDGET SUMMARY COMPARISON" form, 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 will need to accompany all invoices. The Budget Summary Comparison form may be found at: <http://www.clarkcountynv.gov/depts/dcp/pages/ProjectHandbook.aspx>

Invoices shall be submitted via email to dcp@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 the COUNTY shall not provide payment on invoices submitted after six (6) months from the date AGENCY performs services, provides deliverables, and or meets milestones, as agreed upon in this Scope of Work.

Appendix 1

**Milestone/Deliverable/Invoicing Schedule Table
Edaphic Components of Las Vegas Bearpoppy Habitat
Project Number: 2023-SUU-2380A**

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
Date of Purchase Order Award	M	Contract Award and Mobilization	NO FEE ALLOWED
15 Days after Purchase Order Award	M	Project Kick-off Meeting	\$0.00
30 Days after Purchase Order Award	D	Work Plan	\$0.00
30 Days after Purchase Order Award	D	Data Management Plan	\$0.00
October 30, 2023	D	Permits	\$0.00
October 30, 2023	M	Begin Field Work Fall 2023	\$0.00
December 18, 2023	M	Complete Field Work Fall 2023	\$0.00
January 5, 2024	D	Quarterly Progress Report (Project Start - December 31, 2023)	\$23,150.00
March 4, 2024	M	Begin Field Work Spring 2024	\$0.00
April 5, 2024	D	Quarterly Progress Report (January 1, 2024 - March 31, 2024)	\$23,150.00
April 25, 2024	M	Complete Field Work Spring 2024	\$0.00
July 5, 2024	D	Quarterly Progress Report (April 1, 2024 - June 30, 2024)	\$23,150.00
TBD August, 2024	M	Annual Project Review Presentation (if requested)	\$0.00
September 17, 2024	D	Annual Project Data 2024	\$10,000.00
October 5, 2024	D	Quarterly Progress Report (July 1, 2024 - September 30, 2024)	\$23,150.00
October 15, 2024	M	Begin Field Work Fall 2024	\$0.00
December 18, 2024	M	Complete Field Work Fall 2024	\$0.00
January 5, 2025	D	Quarterly Progress Report (October 1, 2024 - December 31, 2024)	\$23,150.00

March 4, 2025	M	Begin Field Work Spring 2025	\$0.00
April 5, 2025	D	Quarterly Progress Report (January 1, 2025 - March 31, 2025)	\$23,150.00
April 24, 2025	M	End Field Work Spring 2025	\$0.00
July 1, 2025	D	Biennium Progress Summary Report	\$2,000.00
July 5, 2025	D	Quarterly Progress Report (April 1, 2025 - June 30, 2025)	\$23,150.00
TBD August, 2025	M	Annual Project Review Presentation (if requested)	\$0.00
October 5, 2025	D	Quarterly Progress Report (July 1, 2025 - September 30, 2025)	\$23,150.00
October 31, 2025	D	Final Project Data	\$10,000.00
October 31, 2025	D	Final Project Report	\$10,000.00
November 30, 2025	D	Final Biennium Progress Summary Report	\$2,000.00
November 30, 2025	D	Final Project Review Summary Form and Project Claim Release	\$22,100.00
		NO COST 6 MONTH EXTENSION	N/A
		Project Closeout	N/A
TOTAL NOT TO EXCEED AMOUNT:			\$241,300.00

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.