



CBE NO. 607605-25
INTERLOCAL AGREEMENT
FOR LAS VEGAS BEARPOPPY RESTORATION RESEARCH AT RAINBOW GARDENS

between

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

and

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF DESERT RESEARCH INSTITUTE

FUNDING SOURCE – SNPLMA

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this ____ day of ____ 2025 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 BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF DESERT RESEARCH INSTITUTE (herein after referred to as AGENCY), a public non-profit research institute, for LAS VEGAS BEARPOPPY RESTORATION RESEARCH AT RAINBOW GARDENS.

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: [https://webfiles.clarkcountynv.gov/Environmental%20Sustainability/Desert%20Conservation/Library/Guiding%20Docs/MSHCP Permit.pdf](https://webfiles.clarkcountynv.gov/Environmental%20Sustainability/Desert%20Conservation/Library/Guiding%20Docs/MSHCP%20Permit.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 \$243,605.50 including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS the funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are provided pursuant to the Southern Nevada Public Land Management Act accessible on the following website: <https://www.blm.gov/programs/lands-and-reeley/regional-information/nevada/snplma>, and the approved Cooperative Agreement # L22AC00494 between COUNTY and the U.S. Bureau of Land Management, AGENCY shall comply with the applicable terms and conditions of the Cooperative Agreement noted in Exhibit B, Specific Terms and Conditions of Cooperative Agreement # L22AC00494, and at COUNTY's request, provide documentation, information, etc., as necessary, for COUNTY to comply with the terms and conditions of the Cooperative Agreement.

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 firm fixed amount of **\$243,605.50**, based on approved budget appropriations for this project. AGENCY agrees that all its direct and indirect expenses are included in the fee for Appendix 1 - Basic Services. 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: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. 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. 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

Time is of the essence for this agreement. The work identified in Exhibit A, Scope of Work is anticipated to end on April 30, 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 April 30, 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 four 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: https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php.

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.

If requested changes to Exhibit A, Scope of Work are significant, they are subject to approval of the Southern Nevada Public Land Management Act Assistance Officer and/or Executive Committee.

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.

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 via email or 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 AGENCY: Administration Contact:
Beth Large, Business Manager
Email: Beth.Large@dri.edu
2215 Raggio Parkway
Reno, Nevada, 89512

Financial Contact:
Financial Services Office
2215 Raggio Parkway
Reno, NV 89512

ARTICLE X: EQUIPMENT

Equipment that may be purchased under this AGREEMENT is subject to the terms and conditions outlined in Exhibit B, Specific Terms and Conditions of Cooperative Agreement # L22AC00494, Section II, BLM Property Standards. AGENCY shall not acquire equipment with an individual purchase price of \$5,000 (five thousand) or more under this agreement unless it obtains prior written approval from COUNTY.

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

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 reserves the right to use the data for publications, those of which will serve to advance scientific knowledge.

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 as project number 2021-DRI-2045A, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan.

This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands."

ARTICLE XIV: AGENCY REQUIREMENTS

Indemnification. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, AGENCY shall indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of AGENCY or its principals, employees, subcontractors or other agents while performing under the AGREEMENT. Any pre-printed or additional terms providing for indemnification or hold harmless commitments by COUNTY do not apply to the AGREEMENT and are rejected by COUNTY unless COUNTY signs the document setting forth such terms in strict compliance with the then applicable fiscal signature policy of COUNTY. AGENCY's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$200,000.00 per cause of action.

Confidentiality. Either Party might provide Confidential Information (as defined below) to the other Party in connection with the AGREEMENT. Receiving Party shall (1) maintain the confidentiality of the Disclosing Party's Confidential Information and not disclose it to a third party, except as authorized by the Disclosing Party in writing, as required by law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in these terms; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that Receiving Party uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of the AGREEMENT or as may be required to report to Receiving Party's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic, and procedural controls and safeguards to protect the Protected Data (as defined below) from unwarranted disclosure as may be required for Disclosing Party to comply with all laws. The responsibilities under this Section shall continue for five (5) years after the termination or expiration of the AGREEMENT for Confidential Information that is not Protected Data or a trade secret under law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under law.

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.

BOARD OF REGENTS OF THE NEVADA SYSTEM OF
HIGHER EDUCATION ON BEHALF OF THE
DESERT RESEARCH INSTITUTE

COUNTY
CLARK COUNTY, NEVADA

By: *Diane Samuel*
DR. DIANE SAMUEL
Director, Research Administration Services

By: _____
TICK SEGERBLOM, CHAIR
Board of County Commissioners

Date: June 11, 2025

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Jun 17, 2025 11:07 PDT)
SARAH SCHAERRER
Deputy District Attorney

Date: Jun 17, 2025

EXHIBIT A: SCOPE OF WORK

A. PROJECT INFORMATION:

Project Title: Las Vegas Bearpoppy Restoration Research at Rainbow Gardens		
DCP Project Number: 2021-DRI-2047A		
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 – Board of Regents of the Nevada System of Higher Education on Behalf of Desert Research Institute 2215 Raggio Parkway Reno, Nevada 89512	AGENCY's Designated Point of Contact Beth Large, Business Manager Phone # & Email 775-673-7637 beth.large@dri.edu	AGENCY's Project Manager Tiffany Pereira, Associate Research Scientist, Ecologist Phone # & Email 702-862-5436 tiffany.pereira@dri.edu
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:

ACEC	Area of Critical Environmental Concern
BCC	Board of County Commissioners
BLM	Bureau of Land Management
CFR	Code of Federal Regulations
DCP	Desert Conservation Program
FAR	Federal Acquisition Regulation
MSHCP	Multiple Species Habitat Conservation Plan
NDF	Nevada Division of Forestry
P.O.	Clark County, Nevada Purchase Order
QA/QC	Quality Assurance/Quality Control
SSA	Species Status Assessment
USFWS	U. S. Fish and Wildlife Service

C. PURCHASE ORDER TERMS AND CONDITIONS: The Scope of Work shall only be authorized by COUNTY Purchase Order(s) (P.O.). The Clark County, Nevada P.O. Terms and Conditions shall apply and govern the Scope of Work. See [Clark County PO Terms and Conditions.pdf \(clarkcountynv.gov\)](#).

D. PROJECT OVERVIEW:

The Las Vegas bearpoppy (*Arctomecon californica*) is covered by the Clark County Multiple Species Habitat Conservation Plan (MSHCP), is listed as critically endangered by the State of Nevada, and is a Bureau of Land Management (BLM) sensitive species. This rare species is endemic to soils containing gypsum or limestone within a small subsection of the Mojave Desert. One such location is the Rainbow Gardens Area of Critical Environmental Concern (ACEC). Rainbow Gardens contains suitable habitat for the Las Vegas bearpoppy but is in need of restoration due to its high volume of habitat disturbance caused by illegal recreational use.

The Las Vegas bearpoppy is still a relatively poorly understood species. COUNTY seeks to fund a study that will provide much needed knowledge on the impacts of habitat disturbance on Las Vegas bearpoppy germination and best practices for restoration/reintroduction techniques. This project will be part of a comprehensive conservation project to increase the knowledge base for Las Vegas bearpoppy while improving habitat quality and reducing the risk of additional habitat disturbance at Rainbow Gardens. The other components of the project (to be conducted concurrently under separate contracts) include ecological habitat restoration, weed surveys and treatment, trash and graffiti removal, and installation of post and cable fencing at strategic locations throughout Rainbow Gardens.

E. PROJECT LOCATION(S):

Study/Project locations will be as follows:

Rainbow Gardens ACEC is located within Clark County, NV, bordered by Las Vegas Valley on the west, PabCo Gypsum Mine on the east, the National Park Service and Bureau of Reclamation lands to the south, and Nellis Air Force Base to the north. Study plots will be located along Kodachrome Rd. and shall be approved by COUNTY and BLM before work starts. A map of the project area can be found in Appendix 2.

F. PROJECT OBJECTIVES:

The goal of this project is to gain additional knowledge of Las Vegas bearpoppy seed germination outcomes in the field and best practices for restoration/reintroduction. To accomplish this goal, AGENCY shall:

- Examine the impact of habitat disturbance (e.g., compaction, OHV use, etc.) on Las Vegas bearpoppy seed germination and/or transplantation; and
- Determine best practices for Las Vegas bearpoppy restoration by conducting multiple treatment assessments.

G. PROJECT METHODS:

AGENCY shall select a minimum of ten study sites at Rainbow Gardens ACEC. The land adjacent to Kodachrome Rd. has been selected as the immediate project location due to its high restoration potential. Sites must be approved by COUNTY and BLM. COUNTY will coordinate site approval with BLM.

AGENCY shall establish paired study plots at the selected sites. Each pair shall consist of one disturbed plot and one undisturbed plot in suitable Las Vegas bearpoppy habitat. Within each plot, AGENCY shall implement either three treatments (Plan A) or two treatments (Plan B). AGENCY shall obtain COUNTY approval to proceed with either Plan A or Plan B study design based on availability of materials as described below.

Plan A: AGENCY shall implement a study design to test disturbed vs. undisturbed sites using paired plots. Treatments to be implemented at each plot include broadcast seeding vs. transplantation vs. no treatment (control). This option shall be implemented if a sufficient number of plants can be acquired from an approved location.

Plan B: AGENCY shall implement a study design to test disturbed vs. undisturbed sites using paired plots. Treatments to be implemented at each plot include broadcast seeding vs. no treatment (control). This option shall be implemented if no approved plant sources are available for transplantation.

Plots shall be visited at least monthly throughout the course of the project, and the number of Las Vegas bearpoppy plants and their size classes shall be recorded. If a sufficient number of plants are present in each plot in the spring, AGENCY shall tag a subset of plants with unique identifiers and collect baseline survivorship data and demographic information such as height and diameter of each tagged plant. AGENCY shall complete data analysis and report on all findings.

If drought conditions persist, AGENCY shall implement supplemental watering at all plots to maximize the probability of germination and transplantation success. COUNTY reserves the right to cancel supplemental watering milestones if determined to be unnecessary by COUNTY.

Material Sourcing

Plan A and Plan B

Las Vegas bearpoppy seed will be required for implementation of this project. AGENCY has three options to acquire seed. All options require prior approval from COUNTY, BLM, Nevada Division of Forestry (NDF), and any applicable land managers. Permits from all applicable agencies are required in all cases. In order of preference, these options are:

- Collect seed from Las Vegas bearpoppies at Rainbow Gardens;
- Collect seed from an approved population nearby, such as Lake Mead National Recreation Area, if available; and/or
- Acquire seed from genetically appropriate agency seed banks or conservation collections.

Plan A

This project also involves transplantation of young Las Vegas bearpoppy individuals from a wild population that is potentially no longer viable, such as a disjointed population or a site that is scheduled for permanent disturbance. AGENCY shall coordinate with COUNTY, BLM, NDF, and any applicable land managers to acquire plants for transplantation. If no plants are available from suitable sites during the timeframe of this project, AGENCY shall implement the Plan B study design.

H. REFERENCES:

Desert Conservation Program (DCP), 2025. Project Handbook. Available online at:

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

I. STAFFING AND EQUIPMENT:

AGENCY shall inform COUNTY in writing of changes in key project staff. This Scope of Work is based on the staffing levels submitted in the proposal (Appendix 3). If a change in staffing levels within the term of this agreement/contract affects AGENCY's 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.

J. PERMITS & REQUIREMENTS:

AGENCY shall obtain research permits from NDF and BLM to complete this project. Additional permits may be required if other land management agencies agree to provide seed or plant sources.

The funds necessary to pay for the actions and activities described in this Scope of Work are provided pursuant to the Southern Nevada Public Land Management Act (SNPLMA), accessible on the following website: <https://www.blm.gov/programs/lands-and-realty/regional-information/nevada/snplma>, and the approved Cooperative Agreement number (L22AC00494) between COUNTY and the U.S. Bureau of Land Management. AGENCY shall comply with the applicable terms and conditions of the Cooperative Agreement noted in Exhibit B - Specific Terms and Conditions of Cooperative Agreement # L22AC00494, and at COUNTY's request, provide documentation, information, etc., as necessary, for COUNTY to comply with the terms and conditions of the Cooperative Agreement.

K. 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. Permits. AGENCY shall submit copies of relevant permits to COUNTY.
4. 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, 2025), [document title "Work Plan Guidance"](#).
5. Data Management Plan. This plan shall be submitted using the guidelines provided in the Project Handbook (DCP, 2025), [document title "DCP Data Management Guidelines"](#).

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

6. Finalize Plot Locations. AGENCY shall finalize selection of study sites and plot locations and shall obtain COUNTY and BLM approval.
7. Acquire Seed for Broadcast Seeding. AGENCY shall acquire Las Vegas bearpoppy seed for project implementation. Seed sources must be approved and permitted by BLM, NDF, and any applicable land management agencies.
8. Determine Whether to Proceed with Plan A or Plan B. AGENCY shall obtain COUNTY approval to proceed with either Plan A or Plan B study design. COUNTY will send notices to AGENCY canceling milestones for the plan that is not implemented.
9. Acquire Plants for Transplantation (Plan A). AGENCY shall acquire young Las Vegas bearpoppy plants for project implementation if a source population is available. Sources must be approved and permitted by BLM, NDF, and any applicable land management agencies. This Milestone will be cancelled at the sole option of COUNTY if Plan B is implemented.
10. Complete Plot Setup (Plan A). AGENCY shall complete setup of experimental treatment plots as described in Section G, Plan A. This Milestone will be cancelled at the sole option of COUNTY if Plan B is implemented.

11. Complete Plot Setup (Plan B). AGENCY shall complete setup of experimental treatment plots as described in Section G, Plan B. This Milestone will be cancelled at the sole option of COUNTY if Plan A is implemented.
12. Begin Data Collection. AGENCY shall begin collecting data from experimental plots in accordance with the approved work plan.
13. Supplemental Watering. AGENCY shall provide supplemental watering to experimental plots if it is determined that precipitation has not been sufficient to stimulate germination or to support survival of transplants. These Milestones will be cancelled at the sole option of COUNTY if determined to not be necessary.
14. Complete Field Work/Data Collection. AGENCY shall complete field work and data collection in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.
15. 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, 2025), document title "DCP Quarterly Report Format".

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

16. 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, 2025), 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.

17. 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.

18. 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.
19. Final Project Report (Confidential). This report shall be submitted at the completion of the project in the format provided in the Project Handbook (DCP, 2025), document title "DCP Final Report Format". This version of the final project report shall be comprehensive and include all location information, maps, and photos that are needed to convey the findings of the project to COUNTY and stakeholders.
20. Final Project Report (Redacted). This report shall be submitted at the completion of the project in the format provided in the Project Handbook (DCP, 2025), document title "DCP Final Report Format". This version of the final project report shall not contain any information that could be considered sensitive or should not be made publicly available, e.g., GPS coordinates of protected species occurrences, maps displaying points, polygons, or linear locations of protected species occurrences, or photos with GPS tags.
21. 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, 2025), document title "DCP Final Project Review Summary Form and Project Claim Release Format".

L. 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/Consultant section' of the DTF. The form is provided in the Project Handbook (DCP, 2025), 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.

M. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined in AGREEMENT, Article IV. 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, Title, and Fee 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 in the Project Handbook (DCP, 2025), document title "DCP Budget Summary Comparison Example".

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 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.

O. SUBCONTRACTS:

In accordance with the AGREEMENT, Article III, no subcontracts are currently approved for this project.

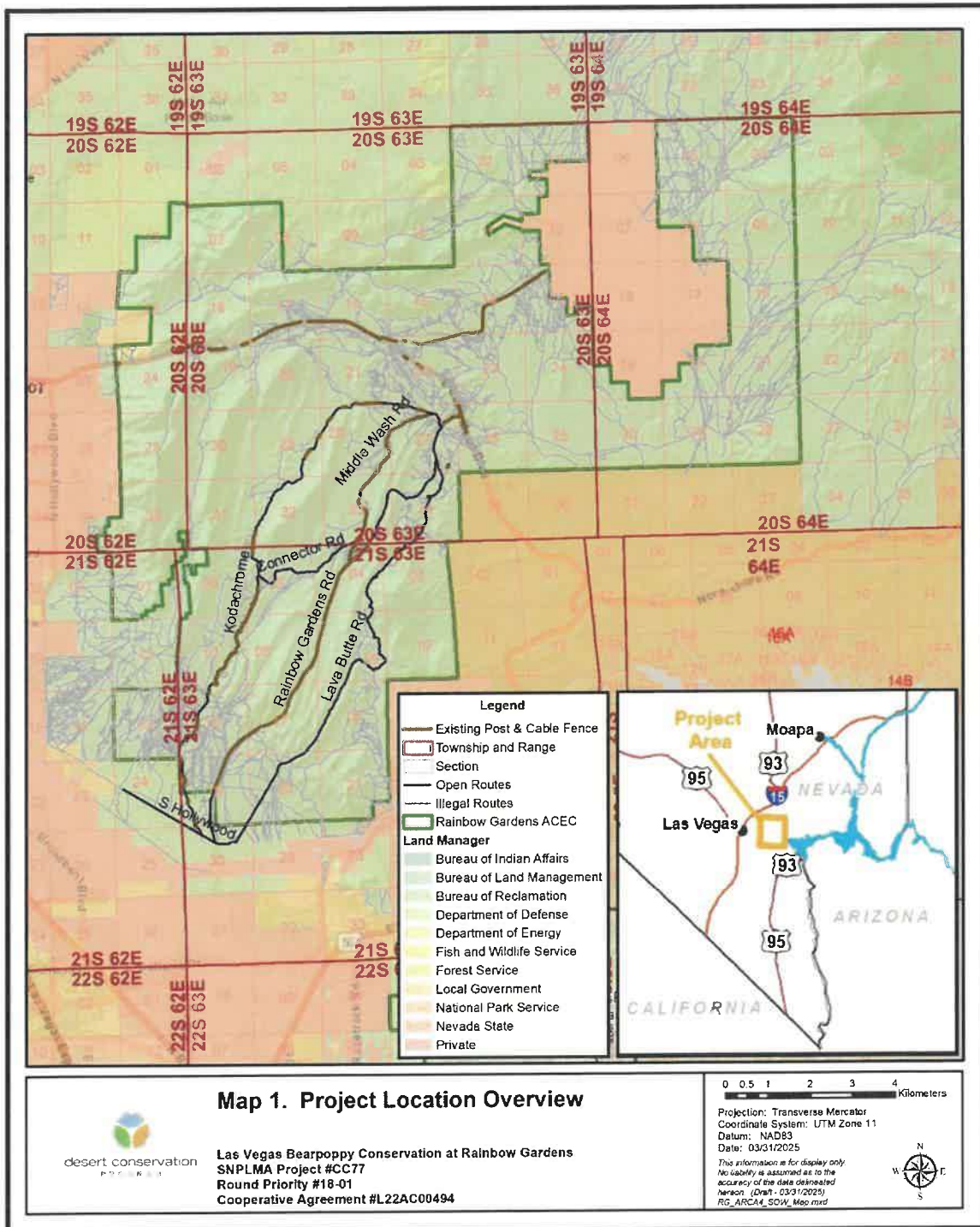
Any subcontracting of this contract must receive prior approval from COUNTY Project Manager.

APPENDIX 1 – BASIC SERVICES
Milestone/Deliverable/Invoicing Schedule Table
Las Vegas Bearpoppy Restoration Research at Rainbow Gardens
2021-DRI-2047A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Fixed Fees (Plan A)*	Fixed Fees (Plan B)*
Date of Interlocal Agreement	M01	Contract Award and Mobilization	NO FEE ALLOWED	NO FEE ALLOWED
15 Days after Interlocal Agreement	M02	Project Kick-off Meeting	\$ 404.00	\$ 404.00
30 Days after Interlocal Agreement	D01	Work Plan	\$ 4,870.00	\$ 4,870.00
September 15, 2025	D02	Permits	\$ 1,622.00	\$ 1,622.00
September 29, 2025	D03	Data Management Plan	\$ 1,296.00	\$ 1,622.00
September 29, 2025	D04	Finalize Plot Locations	\$ 6,095.50	\$ 6,095.50
September 29, 2025	M03	Determine whether to proceed with Plan A or Plan B	\$ 1,296.00	\$ 1,296.00
October 6, 2025	M04	Acquire seed for broadcast seeding	\$ 1,622.00	\$ 1,622.00
October 6, 2025	M05	Acquire plants for transplantation (Plan A)	\$ 11,517.00	NO FEE ALLOWED
October 27, 2025	M06	Complete plot setup (Plan A)	\$ 11,517.00	NO FEE ALLOWED
October 27, 2025	M07	Complete plot setup (Plan B)	NO FEE ALLOWED	\$ 12,824.50
October 5, 2025	D05	Quarterly Progress Report (Project Start – September 30, 2025)	\$ 1,622.00	\$ 1,622.00
October 30, 2025	M08	Supplemental Watering	\$ 15,324.00	\$ 15,324.00
November 30, 2025	M09	Supplemental Watering	\$ 15,324.00	\$ 15,324.00
December 30, 2025	M10	Supplemental Watering	\$ 15,324.00	\$ 15,324.00
January 5, 2026	D06	Quarterly Progress Report (October 1, 2025 – December 31, 2025)	\$ 1,622.00	\$ 1,622.00
January 30, 2026	M11	Supplemental Watering	\$ 15,324.00	\$ 15,324.00
February 28, 2026	M12	Supplemental Watering	\$ 15,324.00	\$ 15,324.00
April 5, 2026	D07	Quarterly Progress Report (January 1, 2026 – March 31, 2026)	\$ 1,622.00	\$ 1,622.00

April 30, 2026	M13	Begin Data Collection	\$ 17,841.00	\$ 17,841.00
July 5, 2026	D08	Quarterly Progress Report (April 1, 2026 – June 30, 2026)	\$ 3,065.00	\$ 3,065.00
August 30, 2026	M14	Complete Field Work/Data Collection	\$ 49,337.00	\$ 59,090.00
TBD, 2026	M15	2026 Annual Project Review Presentation (If requested)	\$ 2,388.00	\$ 2,388.00
October 5, 2026	D09	Quarterly Progress Report (July 1, 2026 – September 30, 2026)	\$ 1,705.00	\$ 1,705.00
January 5, 2027	D10	Quarterly Progress Report (October 1, 2026 – December 31, 2026)	\$ 1,705.00	\$ 1,705.00
February 3, 2027	D11	Draft Final Report	\$ 17,043.00	\$ 17,043.00
March 3, 2027	D12	Final Project Data	\$ 5,455.00	\$ 5,455.00
March 3, 2027	D13	Final Project Report (Confidential)	\$ 17,043.00	\$ 17,043.00
March 3, 2027	D14	Final Project Report (Redacted)	\$ 2,048.00	\$ 2,048.00
20 Days Prior to End Date	M16	Receipt Submittal (As necessary)	NO FEE ALLOWED	NO FEE ALLOWED
March 31, 2027	D15	Final Biennium Progress Summary Report	\$ 3,750.00	\$ 3,750.00
March 31, 2027	D16	Final Project Review Summary Form and Project Claim Release	\$ 500.00	\$ 500.00
April 30, 2027		Project Closeout	N/A	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:			\$ 243,605.50	\$ 243,475.00
* COUNTY shall proceed with only Plan A or Plan B, based on the viability of Plan A, see M03 for details.				
**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.				

APPENDIX 2 – MAPS
Las Vegas Bearpoppy Restoration Research at Rainbow Gardens
2021-DRI-2047A



APPENDIX 3 – Project Staffing
Las Vegas Bearpoppy Restoration Research at Rainbow Gardens
2021-DRI-2047A

Principal Investigator: Tiffany Pereira, Associate Research Scientist, Ecologist (Desert Research Institute, 755 E. Flamingo Road, Las Vegas, Nevada, 89119, tiffany.pereira@dri.edu, P:909-519-3218, F: 702-862-5496)

Role: Principal Investigator (PI) – Coordination, planning, execution, and report writing.

Ms. Pereira has > 14 years of experience specializing in natural resource management, including: vegetation mapping, rare plant surveys, wildlife monitoring, protected and sensitive species monitoring, exotic species inventories, and springs & seeps surveys. She has extensive field surveying and monitoring experience in the Western US and as well as technical writing experience for local, state, and federal reporting. She has implemented and/or helped develop protocols and monitoring plans for multiple federal agencies. Her research focuses on seed ecology and germination as well as evaluating long-term change in soil seed banks, fertile islands, and plant communities of conservation-priority gypsum rare plant habitat. She has an extensive background in rare plant ecology and conservation and has held multiple permits for this purpose. As both a researcher and artist, she is also interested in graphic design and illustration for science communication. She provides these services to DRI and has completed commissions for the Nevada State Museum, Las Vegas, journal publications, and private entities.

- **Pereira, T.J.,** Stefanova, T.M., Berger, M.C. (2025) Mojave Desert Seed and Seedling Guide: Using Traditional and Contemporary Scientific Illustration. Prepared for the Bureau of Land Management. California State Office, Sacramento CA. Under Contract L22AC00451
- Lancaster, J.D., **Pereira, T. J.,** (2024). An Ensemble Model for Las Vegas Bearpoppy (*Arctomecon californica*). Final Report. Prepared for the Bureau of Land Management and the U.S. Fish and Wildlife Service.
- **Pereira, T.J.** (2024) Effects of ground level ozone on botanical resources at Tule Springs Fossil Beds National Monument. Prepared for the National Park Service, Air Resources Division, Research & Monitoring Branch Denver, Colorado.
- Lydia N. Bailey, **Tiffany J. Pereira,** Brad D. Sion, Lara Kobelt, Dominic Gentilcore, Anita Antoninka, Matthew A. Bowker (2024) "Providing Context for Advancements in *Arctomecon californica* Conservation: A Comprehensive Literature Review with Case Studies," Western North American Naturalist, 83(4), 525-549
- **Pereira, T. J.,** (2023). Long-term and short-term evaluation of Bearpoppy (*Arctomecon*) population Dynamics in the Upper Las Vegas Wash. Final Report. Prepared for the U.S. Fish and Wildlife Service, National Park Service, and Nevada Division of Forestry. Las Vegas, NV.
- **Pereira, T.J.,** (2023): Uncommon Ground: Ecology of Place Baseline Assessment and Adaptive Plan. Draft 1. Prepared for Luke Lozier. Blue Diamond, NV.

Staff Research Scientist: Tsvetelina Stefanova, Staff Research Scientist, Field Biologist and STEAM Education Specialist (Desert Research Institute, 755 E. Flamingo Road, Las Vegas, Nevada, 89119, tsvetelina.stefanova@dri.edu, P: 702-862-5412, F: 702-862-5496)

Role: Will assist with planning, field work execution, data collection and report editing.

Ms. Stefanova is an early career scientist with experience in field and lab research, including rare plant surveys, wildlife monitoring, protected and sensitive species monitoring, data collection, micro- and macrophotography, plant propagation, and molecular biology lab techniques. Her fieldwork focus is on plant and conservation ecology in the Southwestern United States. As a Congressionally Recognized arts community organizer and award-winning musician and artist, she has carved a role for herself within DRI working on broader impact to expand science literacy to K-12 students and the public through developing STEAM Education Programming and outreach at community events.

EXHIBIT B: SPECIFIC TERMS AND CONDITIONS OF COOPERATIVE AGREEMENT # L22AC00494
Between Clark County and U.S. Bureau of Land Management
Applicable to County Contracts and Interlocal Agreements
Las Vegas Bearpoppy Restoration Research at Rainbow Gardens
2021-DRI-2047A

I. Proposed Work Requirements:

- A. Adhere to federal procurement standards under 2 CFR § 200.318. Ensure federal, state, and local government permits are obtained, if required.
- B. Include the following conspicuously placed disclosure for materials generated for display or distribution (brochures, flyers, public planning documents, public scoping meetings, videos, etc.): "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state and local projects that benefit communities and public lands."
- C. Provide project signage conspicuously placed, which states: "This project was funded due to the Southern Nevada Public Land Management Act, which authorized the sale of BLM-administered federal lands within a designated boundary in the Las Vegas Valley and required proceeds to be used on projects to fund federal, state, and local projects that benefit communities and public lands."

II. BLM Property Standards:

- A. Government-furnished property (GFP), such as tools and equipment, furnished by the BLM to the recipient shall be used for official purposes only and shall be subject to the terms of the agreement. Tools and equipment shall be returned in the same condition received except for normal wear and tear in project use. Any BLM property used, or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the property management provisions of 2 CFR, Subpart D, §200.310 to §200.316, Property Standards.
- B. Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Refer to 2 CFR §200.310.
- C. Intangible Property:
 - 1. Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).
 - 2. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
 - 3. The non-Federal entity is subject to applicable regulations governing patents and inventions, including Governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- A. The Federal Government has the right to:
 - 1. Obtain, reproduce, publish or otherwise use the data first produced under a Federal award; and
 - 2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

III. Special Terms and Conditions:

- A. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

- B. Buy America Domestic Procurement Preference. As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

When necessary, recipients may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office.

IV. General Terms and Conditions:

- A. See the Bureau of Land Management's "Financial Assistance Award Terms and Conditions" for the administrative and national policy requirements applicable to BLM awards. These terms and conditions are available at the following URL: <https://www.doi.gov/sites/doi.gov/files/doi-award-terms-and-conditions-version-3-effective-june-1-2023.pdf>.
- B. Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization or State law. For more information go to URL: <https://www.doi.gov/scientificintegrity>.
- C. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

D. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

V. Full Text Terms and Conditions: Minimum Wages Under Executive Order 13658 (January 2015)

A. Definitions. As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

1. Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and
 - (i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),
 - (ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541,
 - (iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.
2. Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).
3. Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

B. Executive Order Minimum Wage rate.

1. The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.
2. The Contractor shall adjust the minimum wage paid, if necessary, beginning wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

3. [Intentionally blank]

- (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.
 - (ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.
 - (iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.
4. The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
5. A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.
6. The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR §10.23, Deductions.
7. The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.
8. Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.
9. The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.
10. The Contractor shall follow the policies and procedures in 29 CFR §10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

C. [Intentionally blank]

1. This clause applies to workers as defined in paragraph (a). As provided in that definition—
- (i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;
 - (ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and
 - (iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

2. This clause does not apply to—

- (i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e., those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
- (ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

- (a) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

- (b) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

- (c) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR Part 541).

- (d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

- (e) Payroll Records.

- (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;

- (ii) The worker's occupation(s) or classification(s);

- (iii) The rate or rates of wages paid;

- (iv) The number of daily and weekly hours worked by each worker;

- (v) Any deductions made; and

- (vi) Total wages paid.

- (2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

- (3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

- (4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR §10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.
- (5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.
- (f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- (g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.
- (h) Disputes. Department of Labor has set forth in 29 CFR §10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR Part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.
- (i) Anti-retaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause or has testified or is about to testify in any such proceeding.
- (j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.
- (k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.