

INTERLOCAL AGREEMENT
FOR WETLANDS PARK VEGETATION MANAGEMENT 2021

between

CLARK COUNTY, NEVADA
DEPARTMENT OF PARKS AND RECREATION
WETLANDS PARK

and

NATIONAL PARK SERVICE (NPS)

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this 15th day of JUNE, 2021 by and between CLARK COUNTY, administered by the Department of Parks and Recreation, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and National Park Service (herein after referred to as NPS), a bureau of the U.S. Department of the Interior, for Wetlands Park Vegetation Management 2021. Each of these entities is sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, COUNTY operates and maintains the Clark County Wetlands Park.

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

WHEREAS, The NPS is authorized to enter into this Agreement by P.L.11-229 the Consolidated Natural Resources Act of 2008, Title III, Section 301, Cooperative Agreements for National Park Natural Resources Protection; and SNPLMA of 1998, PL 105-263, 107-282.

WHEREAS, COUNTY agrees to fund this AGREEMENT up to the firm fixed amount \$80,000 including all travel, lodging, meals, equipment and miscellaneous expenses.

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 NPS 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

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

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by NPS shall be subject to review for compliance with the terms of this AGREEMENT by COUNTY's representative, Elizabeth Bickmore, Senior Management Analyst, 702.455.8131, or the Director of the Department of Parks and Recreation 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, NPS 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 NPS for goods and services provided as outlined in Exhibit A, Scope of Work, up to the firm fixed amount of eighty thousand dollars (\$80,000.00), based on approved budget appropriations for this project. If additional option years are exercised, each additional year shall not exceed eighty thousand dollars, (\$80,000.00), up to a maximum total value of three hundred, twenty thousand dollars (\$320,000.00).

NPS 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 refuse to approve or issue payment on invoices if NPS 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, and the Payment Address.
2. A "BUDGET SUMMARY COMPARISON", which outlines the total amount NPS 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, NPS will be notified within thirty (30) calendar days of receipt and NPS will have thirty (30) calendar days to correct the invoice and resubmit.

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

Elizabeth Bickmore
Wetlands Park
7050 E Wetlands Park Lane
Las Vegas, NV 89122

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

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

NPS must notify COUNTY in writing of any changes to NPS's remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) calendar 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

NPS shall complete the work in accordance with the schedule in Exhibit A, Scope of Work, unless otherwise negotiated per Article VIII of this AGREEMENT.

If NPS's performance of work is delayed or if NPS's sequence of tasks is changed, NPS shall submit to COUNTY a written explanation of the reasons for the delay. If at any time, the work is at risk of not being completed within the term of this AGREEMENT, NPS shall notify the COUNTY's representative in writing immediately.

ARTICLE VI: TERM OF AGREEMENT

This agreement shall become effective upon execution by both Parties and shall continue in effect for one year with an option to renew for 3 additional one-year periods as long as performance meets the Agreement requirements.

COUNTY, at its sole discretion, may authorize a no cost extension to the term of this AGREEMENT for a period up to ninety (90) calendar days.

Final invoices to be submitted under this AGREEMENT must be received by COUNTY within one hundred twenty (120) calendar days after contract end date.

ARTICLE VII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by NPS under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to NPS. NPS shall not perform further work under this AGREEMENT as of the effective date of suspension. NPS 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 NPS's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within NPS's control. If after termination for cause it is determined that NPS 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 NPS provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by NPS of a suspension or termination notice, or delivery by NPS of a termination notice, NPS 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 NPS, NPS acknowledges that its termination may affect COUNTY's consideration of NPS for future projects.
3. In the event of termination of this AGREEMENT, NPS 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 NPS for work performed up to and including the date on which NPS 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. 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 order and with the written consent of NPS, make changes to the Exhibit A, Scope of Work of this AGREEMENT. Requests for changes to the Exhibit A, Scope of Work made by NPS must be made in writing, must be submitted via email to:

bickmore@clarkcountynv.gov.

Requests are subject to approval by COUNTY. If approved, these changes will be incorporated into this AGREEMENT through a written authorization.

ARTICLE IX: NOTICES

Except where specifically stated in this AGREEMENT, all notices, requests, demands, and other communications (collectively referred to as correspondence), required or permitted pursuant to this AGREEMENT shall be made in writing. When sent to NPS's address described below, correspondence is deemed received immediately if emailed, or within three business days if deposited in the United States mail, first class postage, or commercial carrier.

TO COUNTY: Elizabeth Bickmore, Wetlands Park
Clark County Department of Parks and Recreation
7050 E Wetlands Park Lane
Las Vegas, NV 89122
bickmore@clarkcountynv.gov

TO NATIONAL PARK SERVICE:
Curt Deuser
IPMT Liaison
National Park Service
Lake Mead National Recreation Area
601 Nevada Highway
Boulder City, NV 89005
Curt_deuser@nps.gov
702-293-8979

ARTICLE X: DATA MANAGEMENT

All data shall be transmitted to COUNTY and becomes the property of both COUNTY and NPS. 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 reporting process.

ARTICLE XI: INTELLECTUAL PROPERTY

Title to all inventions resulting from any research performed as part of this AGREEMENT shall reside with NPS. NPS 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 NPS.

Title to all copyrightable deliverables resulting from the performance of this AGREEMENT shall reside with NPS. NPS grants to COUNTY a royalty-free, perpetual license to copy, use, disclose, and sublicense such deliverables for any lawful purpose without notice to NPS.

ARTICLE XII: CLARK COUNTY WETLANDS PARK ACKNOWLEDGEMENT

COUNTY requires acknowledgement of its support of your activities. The acknowledgement shall be used for all products, publications, presentations, and related media generated in conjunction with the project outlined in Exhibit A, Scope of Work.

ARTICLE XIII: AGENCY REQUIREMENTS

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

ARTICLE XIV: GOVERNING LAW/VENUE OF ACTION

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

ARTICLE XV: INDEMNIFICATION

NPS does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of NPS or the employees or agents of NPS in the performance of this Contract. The U.S. Government disposes of its liabilities under the provisions of the Federal Tort Claims Act (28 U.S.C 2671). The National Park Service shall be liable, to the extent allowed by the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting with the scope of his employment, arising out of this Agreement.

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.

NATIONAL PARK SERVICE

By: **SCOTT BRIGGS**
Supervisory Financial Administration & Program Analyst
Date: 05/07/2021

Digitally signed by SCOTT
BRIGGS
Date: 2021.05.07 15:21:00
-07'00'

CLARK COUNTY, NEVADA

By: _____
MARILYN KIRKPATRICK
Chairwoman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By:  _____
STEVEN SWEIKERT
Deputy District Attorney

Date: 5-19-21

EXHIBIT A

SCOPE OF WORK

National Park Service

A. PROJECT TITLE: Wetlands Park Vegetation Management 2021

C. PROJECT OVERVIEW:

The purpose of this project is to inventory and treat non-native vegetation, implement restoration activities, and provide recommendations for long term restoration management goals in the Clark County Wetlands Park.

D. PROJECT LOCATION(S):

Project work will be conducted at various locations within Clark County Wetlands Park. Project work at the Clark County In-Lieu Fee Wetlands Mitigation location, Project Area A, is included in this agreement but shall be billed separately from other greater Clark County Wetlands Park locations, Project Area B. Due to similarity of project activities, work will be scheduled and conducted simultaneously regardless of location based on treatment goals.

Project Area A

- Clark County In-Lieu Fee Wetlands Mitigation

Project Area B:

- Greater Clark County Wetlands Park - locations may include but not limited to:
 - Nature Preserve
 - 2021 Burn Area
 - West 80
 - Vern's Island
 - Cottonwood Grove Adjacent East
 - Tamarisk Grove
 - Tamarisk Mastication Area
 - Adjacent Riparian Area
 - Phragmites Treatment Areas
 - Ponds
 - West Pond
 - Boardwalk Pond
 - Duck Creek
 - Burn Area/ BLM 2020 Mastication Site
 - Duck Creek Trailhead Area

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to support vegetation management and restoration activities in the Clark County Wetlands Park.

To accomplish this goal, the National Park Service (NPS) shall:

- Survey and treat for nonnative plants and conduct fuel reductions activities in the Nature Preserve, In Lieu Fee Mitigation Wetlands and other locations within the Clark County Wetlands Park, as directed by COUNTY as funding allows. Anticipated target weeds shall include, but are not limited to bassia, tall whitetop, tamarisk, common reed, Russian knapweed, Malta starthistle, tree tobacco, giant reed. Management shall include an integrated weed management approach incorporating physical, chemical, and cultural practices that may include but not be limited to: herbicide treatments, pulling, cutting, mowing, restoration, and prescribed burns as approved by the COUNTY.
- Supply Exotic Plant Management Team crews including all travel related expenses and all necessary amenities to support the staff for each day of work;
 - Provide project tools and supplies including safety equipment, tools, and herbicide and herbicide application equipment;
 - Provide GPS units for field crews
 - NPS shall take photos of plants and sites with significant or unique habitat characteristics and include in the Report deliverable.
 - Using a GPS unit, NPS shall record locations of nonnative vegetation, documenting the size of the patch with point, line and/or area data. Tamarisk and common reed is found throughout the Park and patch location with percent cover documentation is acceptable for these plants in this survey.
 - Provide recommendations to County for further vegetation management of nonnative plants in the Report deliverable.
- Conduct restoration activities and support post fire rehabilitation projects as directed.
- Provide native plants to COUNTY as needed for restoration, future tree plantings and replacement of exotic plants within the Park.
- Provide recommendations for control and management of common reed and cattails.
- Provide technical assistance related to habitat restoration, vegetation management and revegetation, including project implementation if necessary.

Description of Deliverables and Milestones

- Contract Award and Mobilization. COUNTY will issue notice of award in writing, and NPS shall begin work.
- Project Kick-off Meeting. This meeting will be held at the field site. NPS Project Manager shall attend.
- Work Plan. This plan shall identify the treatment schedule for the coming year and be revised annually or as needed. Work shall be identified for Project Area A and Project Area B. Deviation to the annual Work Plan shall be agreed upon by both COUNTY and NPS prior to work.

- Weed Survey and Control
 - a. Winter Weed Survey and Control. NPS shall conduct hasty recon and weed survey mapping to detect species emergence for winter annuals and treat as appropriate. Activities will include necessary travel to site, survey GPS mapping, treating, reporting, photographing and equipment clean up as well as all fuel, herbicide and supplies as applicable.
 - b. Spring/Summer Weed Treatments. NPS shall conduct treatment of weed species including warm weather annuals including tall whitetop, Russian thistle and perennial species. Activities will include necessary travel to site, survey GPS mapping, treating, reporting, photographing and equipment clean up as well as all fuel, herbicide and supplies.
 - c. Tamarisk control may also occur at any time during the year.
- Restoration Implementation
 - a. Fall Restoration. – NPS shall conduct harvesting and planting activities as seasonally appropriate for fire rehabilitation and habitat enhancement as directed to support vegetation management efforts. NPS shall supply plant material as available.
 - b. Spring Restoration. - NPS shall conduct harvesting and planting activities as seasonally appropriate for fire rehabilitation and habitat enhancement as directed to support vegetation management efforts. NPS shall supply plant material as available.
- Annual Report and Project Data. NPS shall project data and a report that contains the following information:
 - Summary of acres of weeds treated by species
 - Maps of weed treatments and surveyed areas by species
 - Project photos
 - Herbicide use data including type and quantity
 - GIS data files

Appendix 1

Milestone/Deliverable/Invoicing Schedule Table
WETLANDS PARK VEGETATION MANAGEMENT 2021

Date Due	Deliverable / Milestone #	Description
Date of Award	M01	Contract Award and Mobilization
30 days after Award	M02	Project Kick-Off Meeting
30 days after Award and Annually	D01	2021/22 Work Plan
September 30, 2021	D02	Spring/ Summer Weed Survey and Control
May 30, 2022	D03	Winter Weed Survey and Control
May 30, 2022	D04	Restoration Implementation
TBD	D04	Native Plants
July 30, 2022	D05	Final Report and Annual Project Data Project A, Project Area B
	Total	Not to Exceed \$80,000.00