

**AMENDMENT NO. 1
CBE NO. 606015-21
INTERLOCAL AGREEMENT FOR BOULDER CITY EASEMENT LAW ENFORCEMENT**

THIS AMENDMENT is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and CITY OF BOULDER CITY (hereinafter referred to as "AGENCY").

WITNESSETH:

WHEREAS, the parties entered into an agreement under CBE Number 606015-22, entitled "Interlocal Agreement for Boulder City Easement Law Enforcement" dated November 16, 2021 (hereinafter referred to as AGREEMENT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. WITNESSETH, Page 1, Paragraph 3:

Originally Written:

"WHEREAS, COUNTY agrees to fund this AGREEMENT for the not-to-exceed amount of \$109,624.88 including all travel, lodging, meals, equipment and miscellaneous expenses."

Revised to Read:

"WHEREAS, COUNTY agrees to fund this AGREEMENT for the not-to-exceed amount of \$446,470.40 including all travel, lodging, meals, equipment and miscellaneous expenses."

2. ARTICLE IV: PRICE, PAYMENT AND SUBMISSION OF INVOICE, Page 2, Paragraph 1:

Originally Written:

"COUNTY agrees to retain AGENCY for the period from date of award through November 1, 2022. COUNTY agrees to pay AGENCY for services provided as outlined in Exhibit A, Scope of Work."

Revised to Read:

"COUNTY agrees to retain AGENCY for the period from date of award through August 30, 2026. COUNTY agrees to pay AGENCY for services provided as outlined in Exhibit A, Scope of Work."

3. ARTICLE V: TIME SCHEDULE, Page 2, Paragraph 1:

Originally Written:

"Time is of the essence for this AGREEMENT. The work identified in Exhibit A, Scope of Work is anticipated to end on November 1, 2022."

Revised to Read:

“Time is of the essence for this AGREEMENT. The work identified in Exhibit A, Scope of Work is anticipated to end on August 30, 2026.”

4. ARTICLE VI: TERM OF AGREEMENT, Page 3, Paragraph 1:

Originally Written:

“The term of this AGREEMENT shall be from the day of contract award through November 1, 2022.”

Revised to Read:

“The term of this AGREEMENT shall be from the day of contract award through August 30, 2026.”

5. Exhibit A, Scope of Work, Pages 7 – 11, have been deleted in their entirety and replaced with Revised Pages 7 through 11 attached to this Amendment No. 1.
6. Appendix 1, Milestone/Deliverable/Invoicing Schedule Table, Page 12, has been deleted in its entirety and replaced by Revised Pages 12 through 13.
7. Original Page 13, page number shall be changed from 13 to 14.
8. Original Page 14, Appendix number shall be corrected from 2 to 3 and the page number shall be changed from 14 to 15.
9. Original Page 15, Appendix number shall be corrected from 2 to 4 and the page number shall be changed from 15 to 16.
10. Original Page 16, Appendix number shall be corrected from 2 to 5 and the page number shall be changed from 16 to 17.
11. Original Page 17, Appendix number shall be corrected from 2 to 6 and the page number shall be changed from 17 to 18.
12. Original Page 18, Appendix 3 has been deleted in its entirety.
13. Original Page 19, Appendix number shall be corrected from 4 to 7 and the page number shall remain 19.
14. Original Page 20, Appendix number shall be corrected from 5 to 8 and the page number shall remain 20.
15. Original Page 21, Appendix 6 has been deleted in its entirety.

This Amendment No. 1 represents an increase of \$336,845.52.

Except as expressly amended herein, the terms and conditions of the AGREEMENT shall remain in full force and effect.

COUNTY OF CLARK:

CITY OF BOULDER CITY:


BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

E-SIGNED by Kiernan McManus
on 2022-05-25 20:30:52 GMT
BY: _____
KERNAN MCMANUS
Mayor

ATTEST:

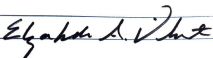
ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

BY:  _____
TAMI MCKAY
City Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

APPROVED AS TO FORM:
City of Boulder City

BY:  _____
ELIZABETH A. VIBERT
Deputy District Attorney

E-SIGNED by Brittany Walker
on 2022-05-25 18:12:36 GMT
BY: _____
BRITTANY LEE WALKER
City Attorney

EXHIBIT A
SCOPE OF WORK
BOULDER CITY

A. PROJECT TITLE: Boulder City Conservation Easement Law Enforcement

B. PROJECT NUMBER:

C. PROJECT OVERVIEW:

Clark County purchased the Boulder City Conservation Easement (BCCE) in July 1995 from the City of Boulder City as partial mitigation for activities conducted under the Multiple Species Habitat Conservation Plan (MSHCP), of which both COUNTY and AGENCY are Permittees. COUNTY is required to provide peace officer patrol of the BCCE on a regular basis to enforce applicable ordinances, resolutions, orders, regulations, and prohibited uses.

Per this AGREEMENT, AGENCY shall conduct law enforcement activities in the BCCE and enforce the provisions of the BCCE and Boulder City Ordinances. Per this AGREEMENT, AGENCY's primary responsibility is the enforcement of laws and ordinances of the City and any other laws of the State of Nevada, as applicable to the BCCE. To the extent that AGENCY becomes aware of a violation of any other ordinance or law, AGENCY will act on or report the violation to the appropriate law enforcement agency and will cooperate with other appropriate law enforcement personnel. AGENCY will coordinate its law enforcement with the law enforcement branches of the U.S. Fish and Wildlife Service, the Bureau of Land Management, and the National Park Service, as appropriate.

D. PROJECT LOCATION(S):

The BCCE is comprised of 86,423 acres of real property that lies southeast of Las Vegas, Nevada along US-95 in the Eldorado Valley between the McCullough Range and Eldorado Mountains.

E. PROJECT GOALS AND OBJECTIVES:

The project goals are to:

1. Prevent any activity or use of the property that is inconsistent with the purpose of the BCCE agreement document. A copy of the BCCE agreement can be accessed via this link: <https://bit.ly/3yk4jKK>
2. Deter illegal activities, which may degrade sensitive habitat in the BCCE.
3. Deter the incidence of vandalism to resources and structures such as signs and fences within the BCCE.
4. Deter the incidence of prohibited uses that occur within the BCCE.
5. Assist in increasing the effectiveness of conservation actions within the BCCE.

The work conducted in this AGREEMENT will address elements in the Clark County MSHCP as outlined in Appendix 5.

F. PROJECT METHODS:

- **Deliverable and Milestones Tasks:** The AGENCY shall complete all defined deliverables and milestones as described in Section I of this Scope of Work.
- **Time and Materials Tasks:**
 - a. Routine maintenance, major repairs and fuel shall not exceed \$11,500.00 for the term of the agreement. AGENCY shall submit copies of all receipts, bills, statements, and or invoices pertaining to reimbursable expenses such as vehicle maintenance and fuel. For routine maintenance and minor repairs, AGENCY shall notify the COUNTY that the vehicle is out of service and provide an estimate for repair. For all other major vehicles repairs, AGENCY shall submit an estimate and accident report to the COUNTY; the report shall include a detailed description of the incident, date, time, and GPS coordinates for where the damage occurred. The COUNTY will conduct a review of the incident and determine whether payment for repairs is consistent with the terms of this Interlocal Agreement. Repairs will not be paid for by COUNTY when it is determined that the damage was incurred as a result of irresponsible driving or if the damage was incurred while conducting work off the BCCE.
 - b. AGENCY shall purchase a new vehicle that shall not exceed \$75,000.00. This shall include

outfitting and meeting the vehicle requirements of AGENCY. AGENCY shall submit an estimate for the vehicle to the COUNTY. AGENCY shall be reimbursed for actual cost of the vehicle.

- c. Additional time and materials funding shall not exceed \$10,000.00 for the term of this agreement. AGENCY may be asked to complete additional patrols to further address issues on the easement. In the event that there is remaining funding from the monthly patrol hours, that funding will be reallocated to the time and material funding.
- d. AGENCY shall invoice based on actual patrol hours. AGENCY shall submit appropriate payroll documentation with each invoice.
- e. For this agreement, the starting part time patrol rate shall be \$28.40. In the event that the AGENCY is unable to provide a part time officer, and must utilize a fulltime officer, the COUNTY shall be notified in advance. The starting patrol rate for a full-time officer shall be \$742.68 per day.
- f. For this agreement, total patrols hours shall not exceed 40 hours per week. AGENCY and COUNTY can request additional patrols based on available funding. Additional patrols must be agreed to in advance by both COUNTY and AGENCY.

1. AGENCY shall:

- Provide a minimum of one Nevada Peace Officer's Standards Training (P.O.S.T) certified category I law enforcement officer, or equivalent, to patrol the BCCE. Multiple officers may be used to achieve the patrol hours required as listed in Appendix 2, however COUNTY shall only pay per the "amount allowed" fees listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. The officer(s) shall be fully trained, capable of driving in a desert environment, and be familiar with desert safety.
- Hourly patrol rates will be adjusted annually based on salary rate increases negotiated for the Boulder City law enforcement contract. Boulder City shall furnish appropriate documentation of annual salary rate increases.
- Ensure that an adequate number of qualified law enforcement officers are fully trained and prepared to provide the services outlined in this AGREEMENT, at all times.
- Provide the officer(s) with an appropriate uniform identifying the officer(s) as a member of the Boulder City Police Department and service equipment to perform their patrol duties.
- Provide a high clearance patrol vehicle that is capable of travelling in the BCCE to perform the work associated with this AGREEMENT. The vehicle shall be clearly identified as a Boulder City Police Department vehicle.
- The COUNTY shall provide the AGENCY with a GPS device that will be enabled with time and location tracking capabilities and the ability to download the information for submittal to COUNTY. AGENCY shall not use an unauthorized GPS device other than the one provided by the COUNTY. The GPS data from the vehicle will be used by COUNTY to track the amount of time spent patrolling the BCCE and to verify the location of patrols. GPS data from the patrol vehicle must be available and auditable at all times). In the event that the GPS is inoperable, COUNTY will accept a sworn statement by the patrolling officer(s) as verification of hours patrolled.
- Appoint an AGENCY Project Manager.
- Ensure that AGENCY personnel assigned to this project cooperate with other appropriate law enforcement personnel and coordinate law enforcement with the law enforcement branches of the U.S. Fish and Wildlife Service, Nevada Division of Wildlife, the U.S. Bureau of Land Management, and the U.S. National Park Service, as appropriate.
- Ensure that any new AGENCY personnel assigned to this project attend informal training on site provided by COUNTY. As part of this training and oversight, COUNTY Project Manager or designee, may ride-along with any law enforcement officer(s) patrolling the BCCE. Any newly assigned law enforcement officer that patrols the easement as part of this project must also attend a ride-along in order to familiarize themselves with the easement prior to patrolling. The time required for a ride-along is included in the minimum 30 hours of law enforcement per week.

2. AGENCY shall employ the following methods:

- Officer(s) shall enforce the provisions of the conservation easement agreement and any applicable laws or ordinances, per standard law enforcement officer protocol.
- Officer(s) shall maintain daily patrol records to include the start and end time of the patrol, if the vehicle was fueled, number of miles driven, number of public contacts, number of citations issued, number of warnings issued, and specific issues of concern or problems noted in the BCCE. COUNTY will provide an

electronic data sheet to AGENCY Project Manager upon AGREEMENT award. The data sheet shall be used to maintain daily patrol information (see Appendix 7). COUNTY shall have the option to transition to a web-based platform for the patrol data. The data sheet shall be used in instances where the web-based platform is unavailable. COUNTY will provide the link to the Daily Patrol Report once the database is available.

- Officer(s) shall patrol the roads in the BCCE in accordance with days, routes, and times listed in Appendix 2. The route requirements listed in Appendix 2 are intended to be used as a guideline to ensure appropriate coverage across the BCCE; however, officer(s) do have the discretion to employ alternate route schedules based on current issues and incidents that occur on the BCCE.
- Officer(s) may be requested to patrol designated locations at specific times and days, based on occurrences on the BCCE. Officer(s) shall include the patrol hours for these requests in their weekly patrol report. Officer(s) shall turn on the GPS tracking unit in the vehicle when patrolling begins and turn off the unit when patrolling ends. Patrolling time begins when the officer arrives at the BCCE and patrolling time ends when the law enforcement officer leaves the easement. Time spent handling or assisting other law enforcement officers with criminal matters other than those specified in the BCCE agreement and Boulder City ordinances is not considered BCCE patrol time. Time spent monitoring Boulder City approved special events on or off the easement is not considered BCCE patrol time unless it has been approved in writing by COUNTY, in advance of the event. Officer(s) shall attend meetings, training and make court appearances, as necessary, and only as related to activity on the easement, and to meet other legal requirements/duties/obligations, and/or AGENCY training requirements. Attendance at such events shall be reflected in the Weekly Submittal of Daily Patrol Reports.
- Officer(s) shall make contact with as many individuals in the BCCE as possible and provide them with information on designated roads, approved/unapproved uses and activities, and answer questions.
- Officer(s) shall advise individuals in the BCCE, and others contacted in the vicinity of the easement, about surrounding areas for legal, approved uses and activities.
- Patrol times are expected to be arranged to coincide with peak activity times, such as early morning, afternoon, night and weekends (see Appendix 2). Any patrols initiated outside of the approved patrol times listed in Appendix 2 shall be discussed with the COUNTY prior to patrols being performed as part of this AGREEMENT.
- Two fully trained officers must be prepared to provide the services outlined in this AGREEMENT, in the event one of the officers is unavailable for any reason.
- Officer(s) may be required to utilize back up Jeep vehicle or other Boulder City Police Department's vehicles due to maintenance down-time, etc. of the primary issued vehicle.

G. STAFFING:

AGENCY shall provide COUNTY with the names of law enforcement officers prepared and trained to patrol the easement and shall inform COUNTY in writing of any changes in staffing. AGENCY agrees to maintain a minimum of two fully qualified and trained law enforcement officers to meet the requirements outlined in this AGREEMENT.

AGENCY shall backfill the primary designated law enforcement officer with a fully qualified, trained and equipped law enforcement officer to meet the requirements of this AGREEMENT when the primary officer is absent for more than eight consecutive days. In such a case the replacement officer will begin their assignment no later than the ninth day. AGENCY may elect to provide a backfill officer for less time if the AGENCY has adequate qualified staffing and/or a special situation arises that requires an immediate backfill for any time the primary law enforcement officer is absent. During the period of absence without backfill, the AGENCY will respond to all reports of incidents requiring a law enforcement presence in the BCCE with law enforcement officers trained and equipped to adequately handle the incident. In such a case this time will not be considered "Patrol time" under this AGREEMENT and therefore shall not be invoiced.

AGENCY shall reserve the right to suspend staffing as agreed to under this AGREEMENT if there exists an unanticipated emergency or significant staffing shortage that would compromise the AGENCY'S ability to meet its primary obligations as a law enforcement agency. If such an unlikely circumstance arises the AGENCY shall notify the COUNTY with the complete details of the circumstances and the projected suspension duration.

AGENCY agrees that "training" included as reimbursable time shall be limited to training courses, and proficiency examinations required to maintain state POST Category I Peace Officer certifications and related requirements as well as those required by the City and/or AGENCY for all employees employed as Police Officers as well as those required by the COUNTY relative to working in the BCCE.

H. PERMITS & REQUIREMENTS:

No permits are required under this AGREEMENT.

I. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:

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

Description of Deliverables and Milestones

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and AGENCY may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. AGENCY's Project Manager shall attend.
3. Nevada P.O.S.T. Certification. Proof of current Nevada P.O.S.T. CAT I certification must be submitted to COUNTY when requested or when there is a change in officer assigned to the easement.
4. Daily Patrol Report. Daily reports shall be submitted via email on a weekly basis until COUNTY makes available a web-based reporting application at which time reporting shall be on a daily basis.
5. Vehicle GPS/GIS Data Report. GPS data from the patrol vehicle shall be submitted electronically to COUNTY on Tuesday of each week.
6. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on June 30th of each odd-numbered year and/or at the end of the project. The report format is provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Biennium Summary Format." A .pdf version of this report is not required.

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

7. Final Project Review Summary Form and Project Claim Release. This deliverable shall be submitted at the completion of the project in the format provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Final Project Review Summary Format".

J. DOCUMENT SUBMITTAL:

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

Deliverables submitted electronically may not exceed 30MB file size.

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

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall complete the 'Contractor/Agency section' of the DTF. The form may be found at: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> 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 disk and 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 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. 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 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 Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at:
<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>

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 Air Quality
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.

**APPENDIX 1
Milestone/Deliverable/Invoicing Schedule Table
YEARS 1 & 2**

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
December 1, 2021	M01	Contract Award and Mobilization	NO FEE ALLOWED
December 6, 2021	M02	Project Kickoff	\$0.00
June 11, 2023	D01	Final Biennium Progress Summary Report	\$0.00
June 15, 2023	D02	Final Project Review Summary Form & Project Claim Release	\$0.00
June 30, 2023	N/A	Project Ends*	NO FEE ALLOWED
Time and Materials – NOT TO EXCEED AMOUNT			\$10,000.00
Vehicle Purchase as specified in Section F – NOT TO EXCEED			\$75,000.00
Patrol days will be billed on an hourly rate specified in Section F– NOT TO EXCEED AMOUNT			\$87,789.60
Vehicle maintenance, fuel and major repair cost – NOT TO EXCEED AMOUNT			\$11,500.00
GRAND TOTAL NOT TO EXCEED AMOUNT:			\$184,289.60

**Milestone/Deliverable/Invoicing Schedule Table
YEARS 3 & 4**

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
July 1, 2023	M01	Contract Award and Mobilization	NO FEE ALLOWED
July 15, 2023	M02	Project Kickoff	\$0.00
June 11, 2025	D01	Final Biennium Progress Summary Report	\$0.00
June 15, 2025	D02	Final Project Review Summary Form & Project Claim Release	\$0.00
June 30, 2025	N/A	Project Ends*	NO FEE ALLOWED
Time and Materials – NOT TO EXCEED AMOUNT			\$11,000.00
Patrol days will be billed on an hourly rate specified in Section F– NOT TO EXCEED AMOUNT			\$136,678.00
Vehicle maintenance, fuel and major repair cost – NOT TO EXCEED AMOUNT			\$11,000.00
GRAND TOTAL NOT TO EXCEED AMOUNT:			\$158,678.00

**Milestone/Deliverable/Invoicing Schedule Table
YEAR 5**

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
July 1, 2025	M01	Contract Award and Mobilization	NO FEE ALLOWED
July 10, 2025	M02	Project Kickoff	\$0.00
June 11, 2026	D01	Final Biennium Progress Summary Report	\$0.00
August 15, 2026	D02	Final Project Review Summary Form & Project Claim Release	\$0.00
August 30, 2026	N/A	Project Ends*	NO FEE ALLOWED
Time and Materials – NOT TO EXCEED AMOUNT			\$11,000.00
Patrol days will be billed on an hourly rate specified in Section F– NOT TO EXCEED AMOUNT			\$85,502.80
Vehicle maintenance, fuel and major repair cost – NOT TO EXCEED AMOUNT			\$7,000.00
GRAND TOTAL NOT TO EXCEED AMOUNT:			\$103,502.80

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