



CBE NO. 607877-26
INTERLOCAL AGREEMENT
FOR EFFECTS OF SOLAR FARMS ON
THREECORNER MILKVETCH

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 –SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this _____ day of _____ 2026 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 agency, for (EFFECTS OF SOLAR FARMS ON THREECORNER MILKVETCH).

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://www.clarkcountynv.gov/adobe/assets/um:aaid:aem:dc56c1cc-5bfb-4971-b22b-1b736d78d4ee/original/as/mshcp-permit.pdf>

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

WHEREAS, COUNTY agrees to fund this AGREEMENT up to the not-to-exceed amount of \$351,009.00 including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website: https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/current-mshcp

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 \$351,009.00, based on approved budget appropriations for this project.

AGENCY will be entitled to periodic payments for work completed, and for other approved direct costs incurred as defined in Exhibit A, Scope of Work.

The scope of work total amount shall not exceed \$351,009.00 including Appendix 1 - Basic Services, and Appendix 1.2 - Additional Compensation.

1. Appendix 1 - Basic Services. For the services to be performed by AGENCY under this Scope of Work the COUNTY agrees to pay the AGENCY the fee in the amount of \$351,009.00 for Basic Services as detailed in Appendix 1 - Basic Services, Milestone/Deliverable/Invoicing Schedule Table.
2. Appendix 1.2 - Additional Compensation. For any services not set forth in the Appendix 1 – Basic Services, AGENCY shall receive prior written approval for any additional services. Upon receiving written approval from COUNTY Designated Point of Contact, COUNTY will pay up to the Not-to-Exceed amount of \$0.00 per attached Appendix 1.2 - Additional Compensation.
3. Compensation: Reimbursable Expenses. AGENCY agrees that all its direct and indirect expenses are included in the fee for Appendix 1 - Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Appendix 1.2 - Additional Compensation. AGENCY further agrees that all its direct and indirect expenses are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31; and the expenses do not include any costs that are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31.

AGENCY 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:

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. The form may be found on the following website: [https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/project-handbook](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/project-handbook).

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:

Administrative 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, Initial Term is anticipated to end on December 31, 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 December 31, 2027, with five, one-year renewals at option of COUNTY and contingent upon the availability of funds.

COUNTY, at its sole discretion, may authorize a no cost extension to the term of this AGREEMENT for a period up to six months.

Final invoices to be submitted under this AGREEMENT must be received by COUNTY within ninety (90) calendar days after contract end date.

ARTICLE VII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY'S control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY'S consideration of AGENCY for future projects.
3. In the event of termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

ARTICLE VIII: AMENDMENTS

COUNTY may at any time, by written amendment and with the written consent of AGENCY, make changes to the Exhibit A, Scope of Work of this AGREEMENT. Requests for changes to the Exhibit A, Scope of Work made by AGENCY must be made in writing, must be submitted via email to dcp@clarkcountynv.gov and must adhere to COUNTY procedures, accessible on the following website:

https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project-handbook

AGENCY requests for amendments are subject to approval by COUNTY. If approved by COUNTY, these changes will be incorporated into this AGREEMENT through a written amendment.

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

ARTICLE IX: NOTICES

Except where specifically stated in this AGREEMENT, all notices, requests, demands, and other communications required or permitted pursuant to this AGREEMENT shall be made in writing and shall be deemed to have been duly given if personally delivered or deposited in the United States mail, first class postage, prepared and addressed as follows:

TO COUNTY: Esther Criss, Senior Management Analyst, Desert Conservation
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
2215 Raggio Parkway
Reno, Nevada, 89512

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

ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, AGENCY will retain title. For equipment with an individual purchase price of \$5,000 (five thousand) or more, the final invoice shall certify the per unit fair market value, including the source or method for determining the value, and the deduction of any remaining value from the final invoice if applicable. In the case of leased equipment, COUNTY requires a copy of the executed lease AGREEMENT within thirty (30) calendar days of its inception. The final invoice shall certify that the lease has been terminated and/or lease costs have been transferred to AGENCY funding source.

ARTICLE XI: DATA MANAGEMENT

AGENCY shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website: [https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/project handbook.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/project%20handbook.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 and funded by Section 10, as project number 2025-DRI-2575A, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

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.

COUNTY OF CLARK:

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

BY: _____
MICHAEL NAFT, CHAIR
Clark County Commissioners

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

DATE: _____

DATE: February 4, 2026

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

DATE: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: *Sarah Schaerrer*
Sarah Schaerrer (Feb 10, 2026 10:47:53 PST)
SARAH SCHAERRER
Deputy District Attorney

DATE: _____

SCOPE OF WORK

A. PROJECT INFORMATION:

Project Title: Effects of Solar Farms on Threecorner Milkvetch		
Project Number: 2025-DRI-2575A		
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 Ferrazzano, Stefanie 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:

AMMP	Adaptive Management and Monitoring Plan
BCC	Board of County Commissioners
BLM	Bureau of Land Management
CFR	Code of Federal Regulations
DCP	Desert Conservation Program
DTF	Deliverable Transmittal Form
FAR	Federal Acquisition Regulation
MSHCP	Multiple Species Habitat Conservation Plan
NDF	Nevada Division of Forestry
NDNH	Nevada Division of Natural Heritage
NNPS	Nevada Native Plant Society
P.O.	Clark County, Nevada Purchase Order
QA/QC	Quality Assurance/Quality Control

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

D. PROJECT OVERVIEW:

Threecorner milkvetch (*Astragalus geyeri* var. *triquetrus*) is currently under review to be listed under the Endangered Species Act. This species is a rare endemic restricted to specific geological substrates found within a constrained distribution in the Mojave Desert of southeastern Nevada and adjacent Arizona. Threecorner milkvetch faces increasing challenges from development, leading to the disturbance or destruction of suitable habitat, in combination with climate change impacts, such as more frequent drought conditions that can limit annual germination. Due to this combination of threats, the species is at risk of population reduction. As a result, this species is listed as a Covered Species under the Clark County Multiple Species Habitat Conservation Plan (MSHCP), as Critically Endangered by the State of Nevada, as Sensitive by the Bureau of Land Management (BLM), as At-Risk by the Nevada Division of Natural Heritage (NDNH), and as Threatened by the Nevada Native Plant Society (NNPS).

The 2023-2025 MSHCP Implementation Plan and Budget allocated funding to investigate the seed ecology of threecorner milkvetch in both field and laboratory settings to better understand seed dormancy and germination requirements, and the seed bank longevity of this threatened plant. Solar field development may disproportionately impact threecorner milkvetch, as there is significant overlap between ideal solar field project sites in southern Nevada

and threecorner milkvetch habitat. According to a census survey conducted in 2024 at the Gemini Solar facility, only one threecorner milkvetch was found under a solar panel, four plants were found in the panel drip line, and 88 plants were found in the interspaces between panels (Desert Research Institute, personal communication, September 6, 2024). The interactions between heat, shade, and precipitation resulting from solar fields and their effects on threecorner milkvetch are not yet understood. This project will provide funding to investigate the effects of solar panels on seedling growth and recruitment through establishment of experimental seeding plots within a solar facility.

E. PROJECT LOCATION(S):

Study/Project locations will be as follows:

The Gemini Solar project footprint, approximately 25 miles northeast of the Las Vegas metropolitan area, immediately south of the Moapa River Indian Reservation and just east of the I-15. This land is managed by BLM.

F. PROJECT OBJECTIVES:

The goal of this project is to better understand the germination dynamics of the threecorner milkvetch within solar farms and to meet the following Adaptive Management Program's Biological Goals and Objectives:

- Objective 1.3: Protect, restore, or otherwise increase the quality and quantity of habitat for MSHCP Covered Species, as determined by the monitoring methods, definition of quality, and timeframes specified in the Adaptive Management and Monitoring Plan (AMMP).
- Objective 2.4: Ensure the best available scientific information is being evaluated and incorporated into population management efforts for Covered Species, including monitoring methods and identification of critical uncertainties (e.g., climate change, human population growth), by completing a focused literature review (or Systematic Review) and updating it quadrennially in the AMMP.

Specific objectives for this project are as follows:

- AGENCY shall establish a minimum of six in-situ germination study plots at the Gemini Solar facility;
- AGENCY shall conduct monthly monitoring during the growing season and analyze these data to compare responses of seed placement on survival and reproduction.

G. PROJECT METHODS:

AGENCY shall collect seed from threecorner milkvetch plants at the Gemini Solar site or from BLM lands adjacent to the site if directed by BLM and/or Nevada Division of Forestry (NDF). To acquire seeds, AGENCY shall monitor the site for germination and shall track threecorner milkvetch seedlings if found so they may be used as seed sources for the study. CONSULTANT shall determine the number of seed pods to collect in coordination with BLM, NDF, and COUNTY to ensure minimal impacts to the wild population while still reaching project goals.

AGENCY shall establish study plots at two distinct areas at Gemini Solar. One area will be among the solar panels to test their effects (treatment), and the other area will be away from the solar panels (control). Within the treatment area, AGENCY shall establish plots containing three microsites: 1) under the panel, 2) within the panel drip line, and 3) in interspaces between panels. AGENCY shall place the same number of seeds in each plot. AGENCY shall establish a minimum of three control and three treatment plots for a minimum total of six plots. The final study design shall be included in the Work Plan and shall be subject to COUNTY approval before implementation.

After seeds are dispersed, AGENCY shall conduct monthly monitoring during the growing season to check for germination and to track any plants that emerge. AGENCY shall count, tag, and track threecorner milkvetch germinants for recruitment and survivorship. AGENCY shall also document phenological stages of each plant throughout the project. AGENCY shall complete data analyses and report on project findings as described in Section K.

As an annual plant, threecorner milkvetch is highly dependent on rainfall patterns. In years of below average rainfall, it is unlikely that threecorner milkvetch will germinate. This project has been designed with that uncertainty in mind. If rainfall is abundant, this project can be completed in two years. If multiple drought years occur, this project may take up to seven years. If seedlings are absent in a given project year, COUNTY will have the option to exercise a one-year renewal to allow the project to continue for an additional year. The decision of whether a renewal is needed will be made by COUNTY with input from AGENCY on or before April 1st of each calendar year of the project. In the event that a renewal is needed, the following Deliverables/Milestones may be cancelled by COUNTY: Collect Seed, Complete Plot Setup, and Track Plants. Additionally, upon exercise of a renewal option, COUNTY will extend due dates for the following Deliverables/Milestones by one year: Complete Field Work/Data Collection, Draft Final Report, Final Project Data, Final Report (Confidential), Final Report (Redacted), Receipt Submittal, and Final Project Review Summary Form and Claim Release.

H. REFERENCES:

Desert Conservation Program (DCP). 2026. 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. For the purposes of this project, key project staff include AGENCY's Project Manager/Principal Investigator and Staff Research Scientist. 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 and seed collection permits from BLM and NDF and comply with all requirements of said permits.

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, 2026), document title "Work Plan Guidance".
5. Data Management Plan. This plan shall be submitted using the guidelines provided in the Project Handbook (DCP, 2026), 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. Determine if Extension is Needed. COUNTY will determine whether a one-year renewal option is needed to extend the term of the project. The renewal option will only be exercised if COUNTY determines that there is not sufficient threecorner milkvetch germination to proceed with the study that year. The determination will be based on AGENCY's observations in the field.
7. Collect Seed. AGENCY shall collect threecorner milkvetch seed for project implementation. Seed shall be collected from the project area unless otherwise approved and permitted by COUNTY, BLM, NDF, and any applicable land management agencies.
8. Finalize Plot Locations. AGENCY shall finalize selection of study sites and plot locations and shall obtain COUNTY and BLM approval.
9. Complete Plot Setup. AGENCY shall complete setup of experimental plots as described in Section G and the approved Work Plan.
10. Check for Germination and Track Plants if Found. AGENCY shall visit the study site to check for threecorner milkvetch germination. Prior to completing the annual milestone "Complete Plot Setup" AGENCY shall check for germination from naturally occurring plants only. After completion of the annual milestone "Complete Plot Setup," AGENCY shall check for germination from the seeds they planted only. If seedlings are found, AGENCY shall begin collecting data from experimental plots in accordance with the approved Work Plan.
11. Track Plants. AGENCY shall monitor threecorner milkvetch plants in experimental plots throughout the growing season and track data in accordance with the approved Work Plan.

12. 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.
13. 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, 2026), document title "DCP Quarterly Report Format".

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

14. Receipt Submittal. Receipts for any and all equipment purchase(s) with an individual purchase price of \$5,000 or more shall be submitted with any invoices. If items are valued at \$5,000 or more but less than \$5,000 of COUNTY funds are used, receipts shall be provided as well as proof of matching funds.
15. 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, 2026), 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.

16. 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.

17. 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.
18. Final Project Report (Confidential). This report shall be submitted at the completion of the project in the format provided in the Project Handbook (DCP, 2026), 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.
19. Final Project Report (Redacted). This report shall be submitted at the completion of the project in the format provided in the Project Handbook (DCP, 2026), 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.
20. 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, 2026), 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/Agency section' of the DTF. The form is provided in the Project Handbook (DCP, 2026), 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 Interlocal 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, 2026), 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.

N. 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.

P:\PU\WORK\CBEs\2026\C607877\Awarded Contract(s)\607877-26_djf.doc

APPENDIX 1 – BASIC SERVICES

Milestone/Deliverable/Invoicing Schedule Table – Initial Term
Effects of Solar Farms on Threecorner Milkvetch
2025-DRI-2575A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
Upon AGREEMENT Execution	M01	Contract Award and Mobilization	NO FEE ALLOWED
Within 10 days of AGREEMENT award	M02	Project Kick-off Meeting	\$ 471.00
Within 30 days of AGREEMENT award	D01	Work Plan	\$ 1,408.00
Within 30 days of AGREEMENT award	D02	Data Management Plan	\$ 783.00
Within 30 days of AGREEMENT award	D03	Permits	\$ 1,435.00
Within 30 days of AGREEMENT award	M03	Check for Germination and Track Plants if Found	\$ 4,054.00
Within 31 days of AGREEMENT award	M04	Determine if Extension is Needed	\$ 235.00
May 31, 2026	M05	Collect Seed (Cancellable at COUNTY option)	\$ 5,357.00
July 5, 2026	D04	Quarterly Progress Report (Project Start - June 30, 2026)	\$ 312.00
August TBD, 2026	M06	Annual Project Review Presentation (If requested)	\$ 783.00
September 30, 2026	M07	Finalize Plot Locations	\$ 5,060.00
October 5, 2026	D05	Quarterly Progress Report (July 1, 2026 - September 30, 2026)	\$ 625.00
October 31, 2026	M08	Complete Plot Setup (Cancellable at COUNTY option)	\$ 6,985.00
January 5, 2027	D06	Quarterly Progress Report (October 1, 2026 - December 31, 2026)	\$ 471.00
January 30, 2027	M09	Check for Germination and Track Plants if Found	\$ 6,363.00
February 28, 2027	M10	Check for Germination and Track Plants if Found	\$ 6,363.00
March 31, 2027	M11	Check for Germination and Track Plants if Found	\$ 6,363.00
April 1, 2027	M12	Determine if Extension is Needed	\$ 235.00
April 5, 2027	D07	Quarterly Progress Report (January 1, 2027 - March 31, 2027)	\$ 312.00
April 30, 2027	M13	Track Plants (Cancellable at COUNTY option)	\$ 7,865.00
May 31, 2027	M14	Track Plants(Cancellable at COUNTY option)	\$ 7,865.00

June 30, 2027	M15	Complete Field Work/Data Collection	\$ 9,357.00
July 1, 2027	D08	Biennium Progress Summary Report	\$ 939.00
July 5, 2027	D09	Quarterly Progress Report (April 1, 2027 - June 30, 2027)	\$ 327.00
August TBD, 2027	M16	Annual Project Review Presentation (If requested)	\$ 986.00
August 30, 2027	D10	Draft Final Report	\$ 5,260.00
October 5, 2027	D11	Quarterly Progress Report (July 1, 2027 - September 30, 2027)	\$ 327.00
October 30, 2027	D12	Final Project Data	\$ 5,006.00
October 30, 2027	D13	Final Project Report (Confidential)	\$ 8,422.00
October 30, 2027	D14	Final Project Report (Redacted)	\$ 1,973.00
20 Days Prior to End Date	M17	Receipt Submittal (As necessary)	NO FEE ALLOWED
November 30, 2027	D15	Final Biennium Progress Summary Report	\$ 986.00
November 30, 2027	D16	Final Project Review Summary Form and Project Claim Release	\$ 500.00
December 31, 2027	N/A	Project Closeout - Initial Term	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:			\$ 97,428.00
<p>*Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment.</p>			

Milestone/Deliverable/Invoicing Schedule Table – Renewal Year 1
Effects of Solar Farms on Threecorner Milkvetch
2025-DRI-2575A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2028	M18	Contract Award and Mobilization - Renewal Option Year 1	NO FEE ALLOWED
January 5, 2028	D17	Quarterly Progress Report (October 1, 2027 - December 31, 2027)	\$ 327.00
January 30, 2028	M19	Check for Germination and Track Plants if Found	\$ 6,551.00
February 28, 2028	M20	Check for Germination and Track Plants if Found	\$ 6,551.00
March 31, 2028	M21	Check for Germination and Track Plants if Found	\$ 6,551.00
April 1, 2028	M22	Determine if Extension is Needed	\$ 164.00
April 5, 2028	D18	Quarterly Progress Report (January 1, 2028 - March 31, 2028)	\$ 327.00
April 30, 2028	M23	Track Plants (Cancellable at COUNTY option)	\$ 6,551.00
May 31, 2029	M24	Track Plants (Cancellable at COUNTY option)	\$ 6,551.00
May 31, 2028	M25	Collect Seed (Cancellable at COUNTY option)	\$ 3,276.00
July 5, 2028	D19	Quarterly Progress Report (April 1, 2028 - June 30, 2028)	\$ 327.00
August TBD, 2028	M26	Annual Project Review Presentation (If requested)	\$ 987.00
October 5, 2028	D20	Quarterly Progress Report (July 1, 2028 - September 30, 2028)	\$ 345.00
October 31, 2028	M27	Complete Plot Setup (Cancellable at COUNTY option)	\$ 10,893.00
December 31, 2028	N/A	Project Closeout - Renewal Option Year 1	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:			\$ 49,401.00
<p>*Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment.</p>			

Milestone/Deliverable/Invoicing Schedule Table – Renewal Year 2
Effects of Solar Farms on Threecorner Milkvetch
2025-DRI-2575A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2029	M28	Contract Award and Mobilization - Renewal Option Year 2	NO FEE ALLOWED
January 5, 2029	D21	Quarterly Progress Report (October 1, 2028 - December 31, 2028)	\$ 345.00
January 30, 2029	M29	Check for Germination and Track Plants if Found	\$ 7,557.00
February 28, 2029	M30	Check for Germination and Track Plants if Found	\$ 6,747.00
March 31, 2029	M31	Check for Germination and Track Plants if Found	\$ 6,747.00
April 1, 2029	M32	Determine if Extension is Needed	\$ 171.00
April 5, 2029	D22	Quarterly Progress Report (January 1, 2029 - March 31, 2029)	\$ 345.00
April 30, 2029	M33	Track Plants (Cancellable at COUNTY option)	\$ 6,747.00
May 31, 2029	M34	Track Plants (Cancellable at COUNTY option)	\$ 6,747.00
May 31, 2029	M35	Collect Seed (Cancellable at COUNTY option)	\$ 3,374.00
July 1, 2029	D23	Biennium Progress Summary Report	\$ 1,552.00
July 5, 2029	D24	Quarterly Progress Report (April 1, 2029 - June 30, 2029)	\$ 345.00
August TBD, 2029	M36	Annual Project Review Presentation (If requested)	\$ 1,037.00
October 5, 2029	D25	Quarterly Progress Report (July 1, 2029 - September 30, 2029)	\$ 362.00
October 31, 2029	M37	Complete Plot Setup (Cancellable at COUNTY option)	\$ 11,308.00
December 31, 2029	N/A	Project Closeout - Renewal Option Year 2	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:			\$ 53,384.00
<p>*Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment.</p>			

Milestone/Deliverable/Invoicing Schedule Table – Renewal Year 3
Effects of Solar Farms on Threecorner Milkvetch
2025-DRI-2575A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2030	M38	Contract Award and Mobilization - Renewal Option Year 3	NO FEE ALLOWED
January 5, 2030	D26	Quarterly Progress Report (October 1, 2029 - December 31, 2029)	\$ 362.00
January 30, 2030	M39	Check for Germination and Track Plants if Found	\$ 6,955.00
February 28, 2030	M40	Check for Germination and Track Plants if Found	\$ 6,955.00
March 31, 2030	M41	Check for Germination and Track Plants if Found	\$ 6,955.00
April 1, 2030	M42	Determine if Extension is Needed	\$ 181.00
April 5, 2030	D27	Quarterly Progress Report (January 1, 2030 - March 31, 2030)	\$ 362.00
April 30, 2030	M43	Track Plants (Cancellable at COUNTY option)	\$ 6,955.00
May 31, 2030	M44	Track Plants (Cancellable at COUNTY option)	\$ 6,955.00
May 31, 2030	M45	Collect Seed (Cancellable at COUNTY option)	\$ 3,476.00
July 5, 2030	D28	Quarterly Progress Report (April 1, 2030 - June 30, 2030)	\$ 362.00
August TBD, 2030	M46	Annual Project Review Presentation (If requested)	\$ 1,088.00
October 5, 2030	D29	Quarterly Progress Report (July 1, 2030 - September 30, 2030)	\$ 379.00
October 31, 2030	M47	Complete Plot Setup (Cancellable at COUNTY option)	\$ 11,741.00
December 30, 2030	N/A	Project Closeout - Renewal Option Year 3	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:			\$ 52,726.00
<p>*Due dates for deliverables and milestones may be revised by COUNTY staff as necessary without a formal amendment. Revised dates must not exceed the end date of the AGREEMENT. Any changes to deliverables or milestones that include material changes to scope, cost or AGREEMENT term, must be executed through formal amendment.</p>			

Milestone/Deliverable/Invoicing Schedule Table – Renewal Year 4
Effects of Solar Farms on Threecorner Milkvetch
 2025-DRI-2575A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2031	M48	Contract Award and Mobilization - Renewal Option Year 4	NO FEE ALLOWED
January 5, 2031	D30	Quarterly Progress Report (October 1, 2030 - December 31, 2030)	\$ 379.00
January 30, 2031	M49	Check for Germination and Track Plants if Found	\$ 7,173.00
February 28, 2031	M50	Check for Germination and Track Plants if Found	\$ 7,173.00
March 31, 2031	M51	Check for Germination and Track Plants if Found	\$ 7,173.00
April 1, 2031	M52	Determine if Extension is Needed	\$ 191.00
April 5, 2031	D31	Quarterly Progress Report (January 1, 2031 - March 31, 2031)	\$ 379.00
April 30, 2031	M53	Track Plants (Cancellable at COUNTY option)	\$ 7,173.00
May 31, 2031	M54	Track Plants (Cancellable at COUNTY option)	\$ 7,173.00
May 31, 2031	M55	Collect Seed (Cancellable at COUNTY option)	\$ 3,588.00
July 1, 2031	D32	Biennium Progress Summary Report	\$ 1,710.00
July 5, 2031	D33	Quarterly Progress Report (April 1, 2031 - June 30, 2031)	\$ 379.00
August TBD, 2031	M56	Annual Project Review Presentation (If requested)	\$ 1,140.00
October 5, 2031	D34	Quarterly Progress Report (July 1, 2031 - September 30, 2031)	\$ 399.00
October 31, 2031	M57	Complete Plot Setup (Cancellable at COUNTY option)	\$ 12,197.00
December 31, 2031	N/A	Project Closeout - Renewal Option Year 4	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:	\$ 56,227.00
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***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.**

Milestone/Deliverable/Invoicing Schedule Table – Renewal Year 5
Effects of Solar Farms on Threecorner Milkvetch
 2025-DRI-2575A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
January 1, 2032	M58	Contract Award and Mobilization - Renewal Option Year 5	NO FEE ALLOWED
January 5, 2032	D35	Quarterly Progress Report (October 1, 2031 - December 31, 2031)	\$ 399.00
January 30, 2032	M59	Check for Germination and Track Plants if Found	\$ 8,214.00
February 28, 2032	M60	Check for Germination and Track Plants if Found	\$ 7,404.00
March 31, 2032	M61	Check for Germination and Track Plants if Found	\$ 7,404.00
April 5, 2032	D36	Quarterly Progress Report (January 1, 2032 - March 31, 2032)	\$ 399.00
April 30, 2032	M62	Track Plants (Cancellable at COUNTY option)	\$ 7,404.00
May 31, 2032	M63	Track Plants (Cancellable at COUNTY option)	\$ 7,404.00
July 5, 2032	D37	Quarterly Progress Report (April 1, 2032 - June 30, 2032)	\$ 399.00
August TBD, 2032	M64	Annual Project Review Presentation (If requested)	\$ 2,397.00
October 5, 2032	D38	Quarterly Progress Report (July 1, 2032 - September 30, 2032)	\$ 419.00
December 31, 2032	N/A	Project Closeout - Renewal Option Year 5	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:	\$ 41,843.00
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***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 1.2 - ADDITIONAL COMPENSATION

Effects of Solar Farms on Threecorner Milkvetch
2025-DRI-2575A

I. ALLOWANCE FOR ADDITIONAL SERVICES

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

ADDITIONAL SERVICES ALLOWANCE Authorized by written request from COUNTY Representative Only	
SUBTOTAL NOT-TO-EXCEED AMOUNT	<u>\$0.00</u>

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

(As Applicable) Additional Services Authorized by written work authorization from COUNTY Representative Only	<u>AMOUNT ALLOWED</u>