

# INTERLOCAL AGREEMENT FOR WETLANDS PARK VEGETATION MANAGEMENT 2025

between

CLARK COUNTY, NEVADA  
DEPARTMENT OF PARKS AND RECREATION  
WETLANDS PARK

and

NATIONAL PARK SERVICE

This Interlocal Agreement (herein after referred to as "AGREEMENT") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between CLARK COUNTY, administered by the Department of Parks and Recreation, (herein after referred to as the "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. Each of these entities may be referred to individually as "Party" and collectively as "Parties."

## WITNESSETH:

WHEREAS, the 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 the COUNTY or NPS is authorized to perform by law.

WHEREAS, 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, the COUNTY agrees to fund this AGREEMENT up to the firm fixed amount of \$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 the 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 the COUNTY's representative, Elizabeth Bickmore, Senior Management Analyst, or the Director of the Department of Parks and Recreation designee. The 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 the 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

The 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.

The 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, the 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 the 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](mailto:Bickmore@clarkcountynv.gov), or by United States mail or commercial courier/parcel service addressed as follows:

Elizabeth Bickmore  
Clark County 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 the 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.

The COUNTY will provide payment within sixty (60) calendar days after receipt of an acceptable invoice including required documentation. Upon request by the COUNTY, NPS shall provide justification of expenses within thirty (30) calendar days. The 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 the 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.

The COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. The 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 (1) year with an option to renew for three (3) additional one-year periods as long as performance meets the Agreement requirements.

The 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.

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## ARTICLE VII: SUSPENSION AND TERMINATION

**Suspension.** The COUNTY may suspend performance by NPS under this AGREEMENT up to 90 calendar days as the COUNTY, at its sole discretion, 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, the 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 affected for the convenience of the COUNTY.

**Process.** The rights and remedies of the 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 the COUNTY's notice directs otherwise) and deliver or otherwise make available to the 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 the 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. The 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 of this subsection. 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 the COUNTY within sixty (60) calendar days after the date of termination.

4. Upon termination, the COUNTY may take over the work and complete it via contract with another party or otherwise.

#### ARTICLE VIII: AMENDMENTS

The 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](mailto:bickmore@clarkcountynv.gov).

Requests are subject to approval by the 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. Correspondence sent to NPS' email address below is deemed received immediately. Any notices or other communications related to this Agreement may be sent by email or United States mail, first class postage, or commercial carrier. Any communication sent by email to NPS' email address below will be considered received as soon as it is sent, so long as no error message is received. Any communication sent to NPS' physical address below will be considered received three (3) business days after it has been mailed.

TO THE COUNTY: Elizabeth Bickmore, Wetlands Park  
Clark County Department of Parks and Recreation  
7050 E Wetlands Park Lane  
Las Vegas, NV 89122  
[Bickmore@clarkcountynv.gov](mailto:Bickmore@clarkcountynv.gov)

TO NPS: Tarl Norman  
IPMT Liaison  
National Park Service  
Lake Mead National Recreation Area  
601 Nevada Highway  
Boulder City, NV 89005  
[Tarl\\_Norman@nps.gov](mailto:Tarl_Norman@nps.gov)  
702-293-8979

#### ARTICLE X: DATA MANAGEMENT

All data shall be transmitted to the COUNTY where it shall become the property of both the COUNTY and NPS. All materials, information, documents, and drawings developed under this AGREEMENT are also subject to these conditions, and Article XII, as applicable.

The 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 the COUNTY a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the 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

The COUNTY requires acknowledgement of its support of NPS' 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 the COUNTY.

#### ARTICLE XIV: GOVERNING LAW AND VENUE

This AGREEMENT shall be governed by the laws of the State of Nevada. Any disputes or legal matters related to this agreement will be handled in the state or federal courts located in Clark County, Nevada. Both Parties agree to submit to the jurisdiction of those courts.

#### ARTICLE XV: INDEMNIFICATION

NPS does hereby agree to defend, indemnify, and hold harmless the COUNTY and the employees, officers and agents of the 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 within the scope of his employment, arising out of this Agreement.

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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 Digitally signed by SCOTT  
BRIGGS  
Date: 2025.07.29 10:55:41 -07'00'  
SCOTT BRIGGS  
Supervisory Financial Administration & Program Analyst

Date: \_\_\_\_\_

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
TICK SEGERBLOM  
Chairman  
Board of County Commissioners

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By:   
SARA I. SCHREIBER  
Deputy District Attorney

Date: 07/29/2025

**EXHIBIT A**  
**SCOPE OF WORK**  
**National Park Service**

**A. PROJECT TITLE:** Wetlands Park Vegetation Management 2025

**B. 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.

**C. 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 are not limited to:
  - Nature Preserve
    - Wetlands Loop Trailhead
    - Burn Areas
    - 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

**D. 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 the 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 the 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. The 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. The 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 the 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 compile project data and draft 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; and
  - GIS data files.

## Appendix 1

Milestone/Deliverable/Invoicing Schedule Table  
WETLANDS PARK VEGETATION MANAGEMENT 2025

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	2026, 2027, 2028, 2029 Work Plan
September 30, 2025 and annually	D02	Spring/ Summer Weed Survey and Control
May 30, 2026 and annually	D03	Fall/Winter Weed Survey and Control
May 30, 2026 and annually	D04	Restoration Implementation
TBD	D04	Native Plants
August 31, 2026 and annually	D05	Annual Report and Annual Project Data Project A, Project Area B
August 31, 2029		Final Report and Project Data Project A, Project Area B
	<b>Total</b>	<b>Not to Exceed \$80,000.00</b>