

INTERLOCAL AGREEMENT
CBE NO. 605760-20
FOR RIPARIAN RESERVES VEGETATION MANAGEMENT

between

CLARK COUNTY, NEVADA on behalf of
DEPARTMENT OF ENVIRONMENT and SUSTAINABILITY
DESERT CONSERVATION PROGRAM

and

NATIONAL PARK SERVICE (NPS)

FUNDING SOURCE SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this _____ day of _____, 2021 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 National Park Service (herein after referred to as NPS), a bureau of the U.S. Department of the Interior, for Riparian Restoration Vegetation.

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 February 1, 2001 accessible on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/guiding_documents.php

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

WHEREAS, 16 USC 1a-2(j) and SNPLMA of 1998, PL 105-263, 107-282 provides NPS legislative authority to enter into this AGREEMENT.

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/guiding_documents.php

WHEREAS, the parties desire to enter into this AGREEMENT for the purposes of assuring actions identified in Exhibit A, Scope of Work will be completed by NPS and paid for by COUNTY.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants, the parties agree as follows:

ARTICLE I: SCOPE OF WORK

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

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by NPS shall be subject to review for compliance with the terms of this AGREEMENT by COUNTY'S representative, Heather Green, Management Analyst II, 702.455.1605, or the Director of the 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, NPS may subcontract with, or arrange for work defined in Exhibit A, Scope of Work to be completed by, an approved agency or contractor.

ARTICLE IV: PRICE PAYMENT AND SUBMISSION OF INVOICE

COUNTY agrees to pay NPS for goods and services provided as outlined in Exhibit A, Scope of Work, in accordance with the fixed fee per deliverable amounts stated in Appendix 1.

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.

NPS shall invoice COUNTY upon completion and acceptance of deliverables and milestones and in accordance with Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

It is the responsibility of NPS to ensure all deliverables for the invoice period have been delivered and accepted, and milestones have been completed, before submitting an invoice. NPS shall cite the deliverable and/or milestone number being invoiced.

Per NRS 244.250 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 this Scope of Work.

COUNTY, at its discretion, may not approve or issue payment on invoices if NPS fails to provide the following information required on each invoice:

1. The title of the project as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, the Invoice Date, the Invoice Period, the Invoice Number, the Payment Address, and the Funding Source.
2. A "BUDGET SUMMARY COMPARISON", which outlines the total amount NPS was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

If COUNTY rejects an invoice as incomplete, NPS will be notified within thirty (30) calendar days of receipt and NPS will have thirty (30) calendar days to correct the invoice and resubmit.

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

Sr. Financial Office Specialist, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

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

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

NPS must notify COUNTY in writing of any changes to NPS's remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) calendar days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment will be withheld until all deliverables have been submitted and accepted.

ARTICLE V: TIME SCHEDULE

Time is of the essence for this agreement. NPS shall complete the work in accordance with the schedule in Exhibit A, Scope of Work, and as submitted in the Work Plan, 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

The term of this AGREEMENT shall be from the day of contract award through January 26, 2023 with the option to renew for one two-year period 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 one hundred and eighty (180) calendar days.

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

ARTICLE VII: SUSPENSION AND TERMINATION

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

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

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

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

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

ARTICLE VIII: AMENDMENTS

COUNTY may at any time, by written order and with the written consent of NPS, make changes to the Exhibit A, Scope of Work of this AGREEMENT. Requests for changes to the Exhibit A, Scope of Work made by NPS must be made in writing, must be submitted via email to: dcp@clarkcountynv.gov and must adhere to COUNTY procedures, accessible on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php

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

ARTICLE IX: NOTICES

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

TO COUNTY: Heather Green, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118
hyg@clarkcountynv.gov

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

ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, NPS 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

NPS shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php All data shall be transmitted to COUNTY and becomes the property of both COUNTY and NPS. All materials, information, documents, and drawings developed under this AGREEMENT are also subject to these conditions, and Article XII, as applicable.

COUNTY reserves the right to use the data for various analyses required for programmatic planning and the adaptive management science process.

ARTICLE XII: INTELLECTUAL PROPERTY

Title to all inventions resulting from any research performed as part of this AGREEMENT shall reside with NPS. NPS grants to COUNTY a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of COUNTY the subject inventions throughout the world without notice to NPS.

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

ARTICLE XIII: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

COUNTY requires acknowledgement of its support of your activities. 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 NPS 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 # 2019-NPS-1910C, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

ARTICLE XIV: AGENCY REQUIREMENTS

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

ARTICLE XV: GOVERNING LAW/VENUE OF ACTION

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

ARTICLE XVI: FISCAL FUNDING OUT

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE XVII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

ARTICLE XVIII: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XIX: INSURANCE

NPS agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XX: 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: 2021.03.08 16:16:10 -08'00'
SCOTT BRIGGS
Supervisory Financial Administration and Program Analyst

Date: _____

CLARK COUNTY, NEVADA

By: _____
MARILYN KIRKPATRICK
Chair
Board of County Commissioners

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: 
CATHERINE JORGENSON
Deputy District Attorney

Date: 3/24/21

EXHIBIT A
SCOPE OF WORK

A. PROJECT TITLE: Riparian Reserves Vegetation Management

B. PROJECT NUMBER: 2019-NPS-1910C

C. PROJECT OVERVIEW:

The purpose of this project is to conduct inventory and weed treatment of non-native vegetation on the Clark County Desert Conservation Program's (COUNTY'S) Muddy and Virgin River Properties.

D. PROJECT LOCATION(S):

The Clark County Multiple Species Habitat Conservation Plan (MSHCP) requires the acquisition and management of riparian property along the Muddy and Virgin Rivers to provide habitat for several rare and/or listed birds. Current acquisitions by Clark County on the Muddy and Virgin Rivers include the Clark County Muddy River Reserve Unit parcels A, B, C, D, E, F, G, H and I, and the Virgin River Mormon Mesa, Bunkerville (East and West), Mesquite, and Riverside Reserve Units, which have added a small, but strategic number of acres into conservation ownership.

Project work will be conducted on Clark County Riparian Reserve Units; as described below in Table 1 (refer to Attachments 1 and 2 for maps of locations).

Table 1. Reserve Unit Parcels

Reserve	Site Name	Site ID	Parcel #	Acres
Virgin River	Mesquite West	1-A	001-19-201-009	11.19
Virgin River	Bunkerville East	2-A	002-24-401-004	17.36
Virgin River	Bunkerville East	2-B	002-24-401-002	21.46
Virgin River	Bunkerville East	2-C	002-24-401-001	2.62
Virgin River	Bunkerville East	2-D	002-24-401-005	37.06
Virgin River	Bunkerville East	2-E	002-24-801-005	9.98
Virgin River	Bunkerville East	2-F	002-25-501-013	56.97
Virgin River	Bunkerville East	2-G	002-24-801-002	8.09
Virgin River	Bunkerville West	2-I	002-27-801-002	40
Virgin River	Bunkerville West	2-J	002-26-401-001	61.73
Virgin River	Bunkerville West	2-K	002-26-301-002	0.76
Virgin River	Bunkerville West	2-L	002-26-301-004	15.6
Virgin River	Bunkerville West	2-M	002-26-301-007	42.61
Virgin River	Riverside	3-A	034-00-001-013	39.85
Virgin River	Riverside	3-B	034-00-001-019	100
Virgin River	Mormon Mesa	5-A	039-19-000-002	80.22
Muddy River	Muddy River	A	030-22-501-004	6.37
Muddy River	Muddy River	B	030-22-501-022	6.30
Muddy River	Muddy River	C	030-22-501-021	2.07
Muddy River	Muddy River	D	030-22-501-010	1.14
Muddy River	Muddy River	E	030-23-201-003	25.06
Muddy River	Muddy River	F	030-26-301-001	40.00
Muddy River	Muddy River	G	030-26-601-001	18.65
Muddy River	Muddy River	H	030-26-601-002	16.52
Muddy River	Muddy River	I	030-26-601-003	0.37

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to support vegetation management and maintenance activities along the Muddy and Virgin Rivers for enhancement of native riparian species of concern of the MSHCP.

To accomplish this goal, NPS Lake Mead Inter-Regional Invasive Plant Management Team (IPMT) shall:

- Supply IPMT crews including all travel related expenses and all necessary amenities to support the crews 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.

To accomplish this goal, NPS activities are as follows:

- NPS shall survey, in its entirety, the Clark County Reserves (Attachments 1 and 2) for nonnative plants;
- NPS shall take photos of plants and sites with significant or unique habitat characteristics and submit them in the Annual/Final Report deliverable;
- NPS shall ensure all vehicles and equipment will be cleaned prior to arriving on project site to avoid the spread of weeds.

Nonnative Plants

- Using a GPS unit, NPS shall record locations of noxious weeds, documenting the size of the patch with point, line and/or area data. Tamarisk (*Tamarix 'ramosissima'*) is found throughout the properties and patch location with percent cover documentation is acceptable for tamarisk in this survey;
- NPS shall treat annual and perennial noxious and invasive weeds found during the surveys and treatments. Target weeds shall include, but are not limited to: *Lepidium latifolium* (perennial pepperweed, tall whitetop), Giant reed (*Arundo donax*), Camelthorn (*Alhagi maurorum*), and African and Saharan mustards (*Brassica* sp.) yellow starthistle, malta starthistle, tamarisk, knapweeds, fountain grass, kochia, five hook bassia, various *Salsola* species, halogeton, buffel grass, *Sysimbrium* species, Favenna grass, etc;
- NPS may use native plant salvage/revegetation as an alternative to herbicide treatment for outcompeting non-native species;
- NPS shall provide recommendations to COUNTY for further vegetation management of nonnative plants in the Annual/Final Report deliverable.

Reporting

- NPS shall provide COUNTY a report that includes a list of nonnative plants for the properties, photographs, and maps of nonnative plants;
- NPS shall provide COUNTY GIS and spatial project data of nonnative plants and areas surveyed including metadata in the Final Project Data deliverable.

To accomplish this goal, COUNTY will:

- Provide NPS access to properties and .shp files for locating property boundaries.

F. PROJECT METHODS:

NPS shall complete plant inventory and treatment actions as stated in this Scope of Work and directed by COUNTY Project Manager.

G. STAFFING AND EQUIPMENT:

NPS shall inform COUNTY in writing of changes in key project staff. This scope of work is based on the staffing levels of one supervisor and 8 crew members as submitted in the quote. If a change in staffing levels within the term of this project affects NPS'S ability to provide deliverables or impacts the deliverable schedule, it is the responsibility of NPS to notify COUNTY, develop a solution to meet the project schedule, and to submit a request for an amendment to the project for consideration, if necessary.

H. PERMITS & REQUIREMENTS:

NPS will obtain the applicable pesticide application permits to comply with NRS 555, as required.

I. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:

NPS shall meet specific milestones and provide deliverables to complete this project. 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 NPS may begin work.
2. Project Kick-off Meeting. This meeting will be conducted in accordance with the date listed in the Milestone/Deliverable/Invoicing Schedule table. NPS Project Manager shall attend.

3. Annual Work Plan. This plan shall be submitted in accordance with the date listed in the Milestone/Deliverable/Invoicing Schedule table and shall identify the treatment schedule for the coming year. All deliverables and milestone due dates will be identified in the annual work plan.
4. Data Management Plan. This plan shall be submitted using the guidelines provided in the Data Management Guidelines located on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Data Management Guidelines".

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

5. Weed Survey and Control. NPS shall complete field surveys and treatments for identified and prioritized weeds. Activities will include necessary travel to site by walking and/or use of Utility Terrain Vehicle (UTV), survey and GPS mapping, treating with sprayers and chainsaws as necessary, reporting, photographing, and equipment clean up as well as all fuel, herbicide and supplies. NPS will notify COUNTY Project Manager in advance of weed treatments scheduled during bird nesting season (March 15th - August 31st). Any active nests would require an appropriate exclusion buffer, determined through coordination with COUNTY.
6. Quarterly 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 on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Quarterly Report Format".
COUNTY reserves the right to edit these reports for grammar and accuracy for posting to a public website.
7. Biennium Progress Summary Reports. These reports shall be submitted on June 30th of each odd-numbered year and at the completion of the project. The report format is provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Biennium Summary Report Format".

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

8. Annual Project Review Presentation. If requested by COUNTY, NPS 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 goals and approach,
 - c) A cumulative summary of the progress on the project to date, which may be crafted using materials already submitted to COUNTY 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.

9. Annual and Final Project Data. All project data for the project will be submitted in the format described in the approved Data Management Plan deliverable for this project.
10. Annual and Final Project Report. This report shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Final Report Format". Reporting should include activities and results related to the Project Goals and Objectives of this project stated in Section E of this scope of work. The report shall include nonnative plant species identified on the properties and photographs.
11. Final Project Review Summary and Claim Release Form. This form shall be submitted at the completion of the project in the format provided on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Final Project Review Summary Format".

12. **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.

J. DOCUMENT SUBMITTAL:

All deliverables shall be submitted via email to dcp@clarkcountynv.gov. All deliverable documents must be accompanied by a Deliverable Transmittal Form (DTF). Exceptions must be approved in writing by County Project Manager. NPS shall complete the 'Contractor section' of the DTF. The form may be found at: [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_handbook.php) document title "DCP Deliverable Transmittal Form".

Deliverables must be labeled with:

- Project title, as listed in this scope of work
- Project number, as listed in this scope of work
- Deliverable / Milestone Title
- Deliverable / Milestone Number

If approved in writing by COUNTY Project Manager, deliverables may be mailed. When mailing deliverables, please send to:

Deliverable Monitor, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 West Russell Road
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 NPS in writing. 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 the contract. NPS shall correct the deficiencies and resubmit an acceptable deliverable to County within ten (10) business days for approval. Upon NPS's request and justification, COUNTY may grant NPS more time for corrections. Invoice payment will be withheld pending deliverable approval.

Appendix 1

Milestone/Deliverable/Invoicing Schedule Table
Riparian Reserves Vegetation Management
Project Number: 2019-NPS-1910C

INITIAL TERM DATE OF AWARD THROUGH JANUARY 26, 2023

Due Date	Deliverable / Milestone Number	Deliverable / Milestone	Amount
April 6, 2021	M01	Contract Award	NO FEE ALLOWED
April 15, 2021	M02	Project Kick-off Meeting	NO FEE ALLOWED
April 22, 2021	D01	Annual Work Plan	\$ 1,000.00
	D02	Data Management Plan	\$ 1,000.00
	M03	Weed Survey	\$ 7,000.00
	M04	Weed Control	\$ 45,000.00
	D03	Biennium Progress Summary Report	\$ -
	D04	Quarterly Report (April 1 through June 30)	\$ -
	M05	Annual Project Review Presentation (if requested)	NO FEE ALLOWED
	D05	Quarterly Report (July 1 through September 30)	\$ -
	M06	Weed Survey	\$ 7,000.00
	M07	Weed Control	\$ 15,000.00
	D06	Annual Work Plan	\$ 1,000.00
	D07	Quarterly Report (October 1 through December 31)	\$ -
	D08	Annual Project Data	\$ 2,000.00
	D09	Annual Report	\$ 2,000.00
	D10	Quarterly Report (January 1 through March 31)	\$ -
	M08	Weed Survey	\$ 7,000.00
	M09	Weed Control	\$ 45,000.00
	D11	Quarterly Report (April 1 through June 30)	\$ -

Due Date	Deliverable / Milestone Number	Deliverable / Milestone	Amount
	M10	Annual Project Review Presentation (if requested)	NO FEE ALLOWED
	D12	Quarterly Report (July 1 through September 30)	\$ -
	M11	Weed Survey	\$ 7,000.00
	M12	Weed Control	\$ 15,000.00
	D13	Final Project Report	\$ 2,500.00
	D14	Final Project Data	\$ 2,500.00
	M13	Receipt Submittal (As Necessary)	NO FEE ALLOWED
January 26, 2023	N/A	Project Close	NO FEE ALLOWED
		TOTAL NOT TO EXCEED AMOUNT	\$ 160,000.00

Appendix 1

Milestone/Deliverable/Invoicing Schedule Table

**Riparian Reserves Vegetation Management
Project Number: 2019-NPS-1910C**

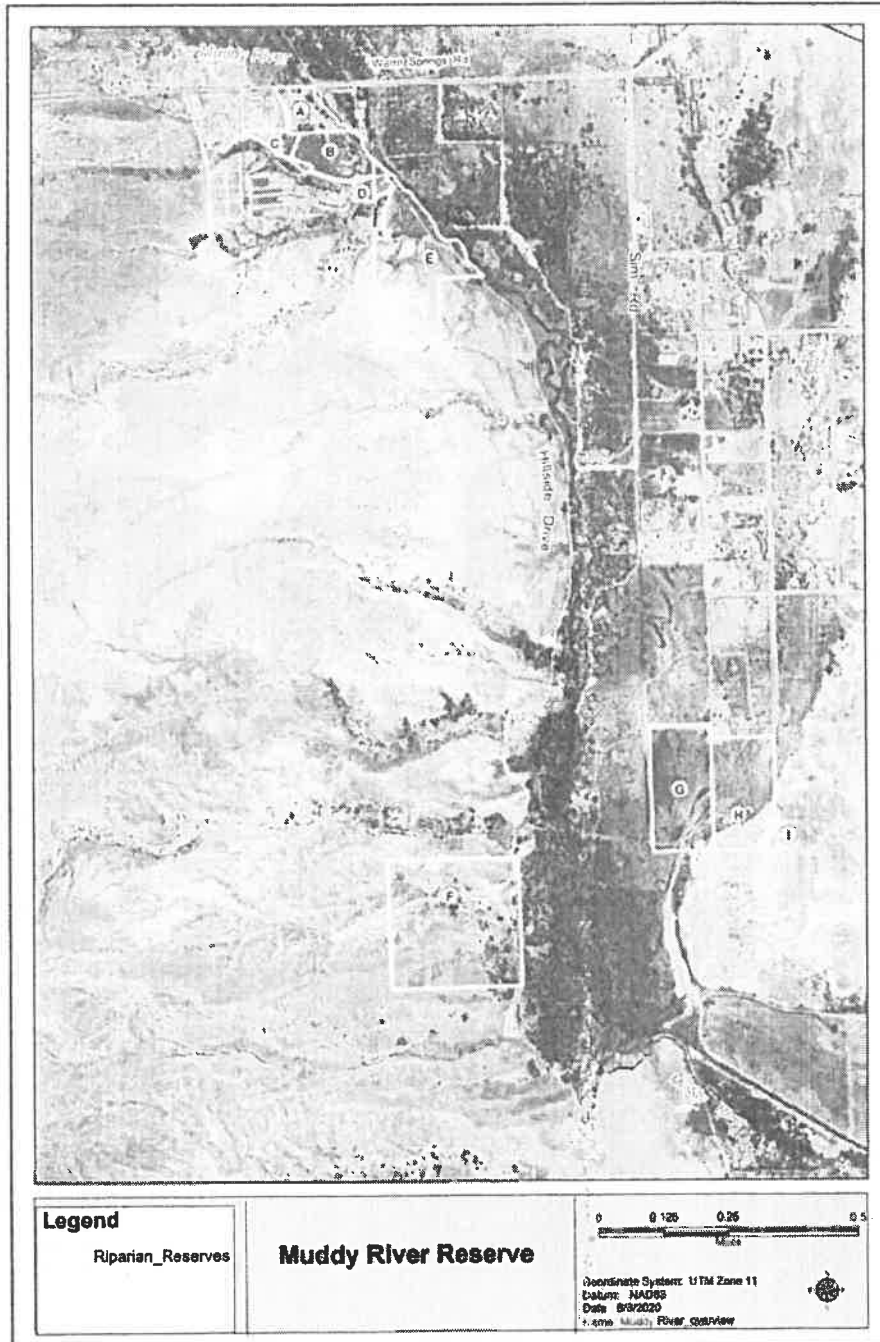
OPTIONAL TWO-YEAR RENEWAL

Due Date	Deliverable / Milestone Number	Deliverable / Milestone	Amount
	M01	Contract Renewal	NO FEE ALLOWED
	D01	Annual Work Plan	\$ 1,000.00
	D02	Data Management Plan	\$ 1,000.00
	M02	Weed Survey	\$ 7,000.00
	M03	Weed Control	\$ 45,000.00
	D03	Biennium Progress Summary Report	\$ -
	D04	Quarterly Report (April 1 through June 30)	\$ -
	M04	2023 Annual Project Review Presentation (if requested)	NO FEE ALLOWED
	D05	Quarterly Report (July 1 through September 30)	\$ -
	M05	Weed Survey	\$ 7,000.00
	M06	Weed Control	\$ 15,000.00
	D06	Annual Work Plan	\$ 1,000.00
	D07	Quarterly Report (October 1 through December 31)	\$ -
	D08	Annual Project Data	\$ 2,000.00
	D09	Annual Report	\$ 2,000.00
	D10	Quarterly Report (January 1 through March 31)	\$ -
	M07	Weed Survey	\$ 7,000.00
	M08	Weed Control	\$ 45,000.00
	D11	Quarterly Report (April 1 through June 30)	\$ -
	M09	2024 Annual Project Review Presentation (if requested)	NO FEE ALLOWED
	D12	Quarterly Report (July 1 through September 30)	\$ -

Due Date	Deliverable / Milestone Number	Deliverable / Milestone	Amount
	M10	Weed Survey	\$ 7,000.00
	M11	Weed Control	\$ 15,000.00
	D13	Final Project Report	\$ 2,500.00
	D14	Final Project Data	\$ 2,500.00
	M12	Receipt Submittal (As Necessary)	NO FEE ALLOWED
January 2, 2025	N/A	Project Close	NO FEE ALLOWED
		TOTAL NOT TO EXCEED AMOUNT	\$ 160,000.00

ATTACHMENT 1

Project Overview – Muddy River
Riparian Reserves Vegetation Management
Project Number: 2019-NPS-1910C



ATTACHMENT 2

**Project Overview – Virgin River
Riparian Reserves Vegetation Management
Project Number: 2019-NPS-1910C**

