CBE NO. C606423-22 INTERLOCAL AGREEMENT FOR REEVALUATING DESERT UPLAND HABITAT RESTORATION SITES

between

CLARK COUNTY, NEVADA ON BEHALF OF DEPARTMENT OF ENVIRONMENT AND SUSTAINABILITY DESERT CONSERVATION PROGRAM

and

BOARD OF REGENTS, NSHE
On behalf of
THE UNIVERSITY OF NEVADA, LAS VEGAS

FUNDING SOURCE - SNPLMA R17

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this ______ day of ______ 2023, 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 the Board of Regents, Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas (herein after referred to as AGENCY), a public agency, for REEVALUATING DESERT UPLAND HABITAT RESTORATION SITES

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: http://www.clarkcountynv.gov/airquality/dcp/Documents/Library/Guiding%20Docs/current/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 \$273,000.00 including all travel, lodging, meals, equipment and miscellaneous expenses.

WHEREAS the funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are provided pursuant to the Southern Nevada Public Land Management Act accessible on the following website: http://www.nv.blm.gov/snplma/, and the approved Cooperative Agreement # L20AC00067 between COUNTY and the U.S. Bureau of Land Management, AGENCY shall comply with the applicable terms and conditions of the Cooperative Agreement noted in Exhibit B, Specific Terms and Conditions of Cooperative Agreement, and at COUNTY'S request, provide documentation, information, etc., as necessary, for COUNTY to comply with the terms and conditions of the Cooperative Agreement.

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, Sara Carrizal, Project Coordinator, 702-455-2722, 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 not-to-exceed \$273,000.00, 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.

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. 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.

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:

Sr. Financial Office 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

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 June 24, 2025.

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: http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx

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.

If requested changes to Exhibit A, Scope of Work are significant, they are subject to approval of the Southern Nevada Public Land Management Act Assistance Officer and/or Executive Committee.

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:

Sara Carrizal, Desert Conservation Program

Clark County Department of Environment and Sustainability

4701 W. Russell Road, Suite 200

Las Vegas, NV 89118

TO UNIVERSITY OF NEVADA, LAS VEGAS:

Lori M. Ciccone, Executive Director, Sponsored Programs University of Nevada Las Vegas 4505 S. Maryland Parkway Las Vegas, NV 89154-1055 Office: 702-895-1357 osponcontracts@univ.edu

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: http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx.

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.

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 Southern Nevada Public Land Management Act as project number 2017-UNLV-1760C, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

ARTICLE XIV: AGENCY REQUIREMENTS

There are no additional requirements of AGENCY 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 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.

BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION On behalf of THE UNIVERSITY OF NEVADA, LAS VEGAS	COUNTY CLARK COUNTY, NEVADA
By: LORI M. CICCONE Executive Director, Sponsored Programs	By: JAMES B. GIBSON, CHAIR Board of County Commissioners
Date: 11/03/2022	Date:
	ATTEST:
	Ву:
	LYNN MARIE GOYA County Clerk
	Date:
	APPROVED AS TO FORM: Steven Wolfson, District Attorney
	By: Elahol & White
	ELIZABETH A. VIBERT Deputy District Attorney
	Dec 15, 2022

Description of Deliverables and Milestones

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

- 1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and AGENCY may begin work.
- 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.
- 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 on the following website:
 https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_pr ogram/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.

- 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.
- 5. <u>Data Management Plan</u>. 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_project_handbook.php, document title "DCP Data Management Guidelines".

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

- Begin/Complete Field Work. AGENCY shall begin/complete field components of the project no later than the agreed upon dates and shall inform COUNTY Project Manager via email or phone once each milestone has been met.
- 7. <u>Biennium Progress Summary Report and Final Biennium Progress Summary Report.</u> This report shall be submitted on July 5th 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, 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 you may craft using the materials you have 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.

- Annual/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 J, Document Submittal, of this Scope of Work.
- Annual/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_pr

ogram/project handbook.php, document title "DCP Final Report Format".

CBE NO. C606423-22 Interlocal Agreement For Reevaluating Desert Upland Habitat Restoration Sites

EXHIBIT A

SCOPE OF WORK

A. PROJECT TITLE: Reevaluating Desert Upland Habitat Restoration Sites

B. PROJECT NUMBER: 2017-UNLV-1760C

C. PROJECT OVERVIEW:

In January of 2022, the Clark County Desert Conservation Program, in collaboration with other organizations and government agencies, conducted a workshop to evaluate the current state of knowledge regarding restoration of desert tortoise habitat, to clarify critical management and monitoring needs, and to identify knowledge gaps and related research priorities. While ecological restoration has been shown to improve conditions at previously degraded sites, continuing to refine and improve restoration approaches could reduce financial costs while enhancing ecological effectiveness.

Three of the uncertainties identified as hindering further progress in desert restoration include: choosing optimal restoration techniques appropriate to the diversity of site, climate, and restoration goal situations that managers can encounter; identifying the most cost-effective treatments appropriate to small or large areas; and understanding the long-term effectiveness of restoration approaches including in contemporary changing climates. Most research or monitoring studies are conducted at only one or a few sites and are short term, with monitoring often extending only a few years after restoration. Returning to restoration sites after the initial monitoring has concluded will help to determine the long-term effects of treatments and management strategies that have been implemented in the past.

D. PROJECT LOCATION(S):

Study locations will include previously restored sites on public lands within southern Nevada that are not currently being otherwise monitored for restoration effectiveness. Specific locations will be determined by AGENCY and will require COUNTY approval.

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to determine current conditions at a diversity of previously restored sites in southern Nevada desert uplands in order to maximize effectiveness of future restoration actions while also minimizing costs.

Specific objectives include:

- Determine habitat conditions of restoration sites 10-20+ years after restoration
- Compare the effectiveness of different restoration approaches
- Model the potential cost-effectiveness and benefits of the different approaches.

F. PROJECT METHODS:

AGENCY shall assemble a preliminary list of at least 15 restoration sites in southern Nevada desert uplands. Potential study sites shall have adequate records of the restoration activities that were performed. Sites which are ultimately selected for inclusion in this project shall span a range of site conditions, goals, and treatments.

Rapid assessments shall be conducted at sample plots for each site. The assessments shall include key habitat quality measures such as cover of native plants, cover of non-native plants, and density of shrubs.

Additionally, original monitoring methods shall be replicated at pre-existing plots where applicable. Original measurements on existing plots may include standard plant community assessment, such as recording cover by species.

Wherever possible, nearby unrestored sites will be measured to serve as controls, and nearby undisturbed sites will be measured to serve as reference habitat for comparison.

G. STAFFING AND EQUIPMENT:

AGENCY shall inform COUNTY in writing of changes in key project staff. 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.

I. PROJECT SCHEDULE, MILESTONES AND DELIVERABLES:

AGENCY shall complete all deliverables and meet all milestones per the schedule listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

11. <u>Final Project Review Summary Form and Project Claim Release</u>. This deliverable 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_project_handbook.php, document title "DCP Final Project Review Summary Format".

Generally, this deliverable is approximately 10% of the total contract amount.

J. DOCUMENT SUBMITTAL:

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

Deliverables submitted electronically may not exceed 30MB file size.

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

All deliverables must be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall complete the 'Contractor/Agency section' of the DTF. The form may be found at: https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, 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.

K. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined in ARCTICLE IV of the Interlocal Agreement. This section provides further clarification on invoicing allowances:

AGENCY shall invoice COUNTY *only* upon submission and acceptance of deliverables and completion of milestones and in accordance with the "amount allowed" fee(s) listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

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

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

a. The Title of the Project as stated in this Scope of Work, Project Number, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address. b. A "BUDGET SUMMARY COMPARISON" sheet, which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. The form may be found at:

https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation

n program/project_handbook.php.

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.

Appendix 1

Milestone/Deliverable/Invoicing Schedule Table Reevaluating Desert Upland Habitat Restoration Sites Project Number: 2017-UNLV-1760C

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
Award Date	M01	Contract Award and Mobilization	NO FEE ALLOWED
15 Days After Award	M02	Project Kick-off Meeting	NO FEE
February 15, 2023	D01	Work Plan	\$7,000
February 15, 2023	D02	Data Management Plan	\$1,500
March 15, 2023	M03	Begin Field Work 2023	\$15,000
April 5, 2023	D03	Quarterly Progress Report (Project Start - March 31, 2023)	NO FEE
May 23, 2023	M04	Complete Field Work 2023	\$30,000
Julÿ 5, 2023	D04	Biennium Progress Summary Report	\$2,000
July 5, 2023	D05	Quarterly Progress Report (April 1, 2023 - June 30, 2023)	NO FEE
TBD August 2023	M05	2023 Annual Project Review Presentation (If requested)	NO FEE
October 5, 2023	D06	Quarterly Progress Report (July 1, 2023 - September 30, 2023)	NO FEE
December 31, 2023	D07	2023 Annual Data	\$4,000
December 31, 2023	D08	2023 Annual Report	\$6,000
January 5, 2024	D09	Quarterly Progress Report (October 1, 2023 - December 31, 2023)	NO FEE
March 14, 2024	M06	Begin Field Work 2024	\$57,000
April 5, 2024	D10	Quarterly Progress Report (January 1, 2024 - March 31, 2024)	NO FEE
May 31, 2024	M07	Complete Field Work 2024	\$73,000
July 5, 2024	D11	Quarterly Progress Report (April 1, 2024 - June 30, 2024)	NO FEE

TBD August 2024	M08	2024 Annual Project Review Presentation (If requested)	NO FEE	
October 5, 2024	D12	Quarterly Progress Report (July 1, 2024 - September 30, 2024)	NO FEE	
December 31, 2024	D13	2024 Annual Data	\$4,000	
December 31, 2024	D14	2024 Annual Report	\$6,000	
January 5, 2025	D15	Quarterly Progress Report (October 1, 2024 - December 31, 2024)	NO FEE	
March 15, 2025	M09	Begin Field Work 2025	\$6,000	
April 5, 2025	D16	Quarterly Progress Report (January 1, 2025 - March 31, 2025)	NO FEE	
May 15, 2025	M10	Complete Field Work 2025	\$8,000	
June 3, 2025	D17	Final Data	\$10,000	
June 3, 2025	D18	Final Project Report	\$10,500	
June 17, 2025	D19	Final Biennium Progress Summary Report	\$6,000	
June 17, 2025	D20	Final Project Review Summary Form and Project Claim Release	\$27,000	
		Project Closeout	N/A	
TOTAL NOT TO EXCEED AMOUNT: \$273,000				

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.