



CBE NO. 607977-26
INTERLOCAL AGREEMENT
FOR COYOTE SPRINGS WILDLIFE CROSSINGS PROJECT
NDOT AGREEMENT No. R121-26-013

togetherforbetter

between

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

and

NEVADA DEPARTMENT OF TRANSPORTATION

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, (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Nevada, and the NEVADA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT"), a public agency, for the purpose of granting matching funds for the COYOTE SPRINGS WILDLIFE CROSSINGS PROJECT.

WITNESSETH:

WHEREAS, the COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty (30) 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/urn:aaid:aem:dc56c1cc-5bfb-4971-b22b-1b736d78d4ee/original/as/mshcp-permit.pdf>.

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

WHEREAS, pursuant to the authority granted by NRS 244.1505, which authorizes the Board of County Commissioners to expend money for any purpose which will provide a substantial benefit to the inhabitants of the COUNTY or grant money to a government entity to be expended for the selected purpose.

WHEREAS, Condition N of the MSHCP Incidental Take Permit requires the Permittees to retrofit, repair, and construct desert tortoise-proof fencing along highways and roads within Clark County.

WHEREAS, on September 16, 2025, the Federal Highway Administration (FHWA) awarded the DEPARTMENT a Wildlife Crossing Pilot Program Grant (Agreement Number WCPP-24-0026-NV, Assistance Listing #20.205) in the amount of Sixteen Million Six Hundred Thirty-Five Thousand Two Hundred Ninety-Two and No/100 Dollars (\$16,635,292.00) for the Coyote Springs Wildlife Crossings Project to install approximately thirty-three (33) miles of desert tortoise exclusion fencing and associated wildlife-connectivity infrastructure along U.S. Highway 93 (US 93), Mile Posts CL 75.14 to LN 23), adjacent to designated critical habitat for the Mojave Desert Tortoise, pursuant to 23 U.S.C. § 171.

WHEREAS, the FHWA Grant Agreement requires matching funds, and the COUNTY has identified the US 93 Fencing Project as a priority mitigation action in the 2025–2027 Implementation Plan and Budget, approved by the Board of County Commissioners on April 1, 2025, as File Identification Number 25-2008, and has committed to provide matching funds to support the DEPARTMENT's grant-funded Project.

WHEREAS, the COUNTY agrees to fund this AGREEMENT up to the not-to-exceed amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) consistent with the Project description in the Implementation Plan and Budget and as authorized under Section 10 mitigation funding.

WHEREAS, the sources of funds necessary to pay for the actions and activities described in this AGREEMENT 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 purpose of transferring grant funds to the DEPARTMENT as described herein.

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

ARTICLE I: PURPOSE

The purpose of this AGREEMENT is for the COUNTY to grant money to the DEPARTMENT, serving as the COUNTY's matching contribution toward the DEPARTMENT's Coyote Springs Wildlife Crossings Project, as outlined in U.S. Department of Transportation (USDOT) FHWA Federal Agreement Number WCPP-24-0026-NV.

The DEPARTMENT shall use the funds provided under this AGREEMENT as local matching funds and solely for eligible Project costs as described in Agreement Number WCPP-24-0026-NV.

The DEPARTMENT shall ensure that COUNTY funds are utilized consistent with the purposes of Permit Condition N of the MSHCP.

The DEPARTMENT shall ensure that all costs submitted for reimbursement under this AGREEMENT comply with all applicable federal requirements and the terms and conditions of FHWA Agreement No. WCPP-24-0026-NV.

The DEPARTMENT shall comply with all applicable terms and conditions of FHWA Agreement No. WCPP-24-0026-NV, including all incorporated federal statutes, regulations, and guidance.

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by the DEPARTMENT 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. 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, the DEPARTMENT may subcontract with, or arrange for, work funded by this AGREEMENT to be completed by, an approved agency or contractor.

ARTICLE IV: GRANT AMOUNT, PAYMENT, AND SUBMISSION OF REQUEST FOR REIMBURSEMENT

The COUNTY agrees to grant local matching funds to the DEPARTMENT, up to a not to exceed amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00), based on actual expenditures and approved budget appropriations for this Project.

The DEPARTMENT shall be entitled to submit to the COUNTY periodic Requests for Reimbursement (RFRs) for the non-federal, local match share of eligible Project costs as outlined in Grant Agreement Number WCPP-24-0026-NV. The COUNTY certifies that all funds submitted for reimbursement under this AGREEMENT are non-federal funds and have not been used, and shall not be used, to satisfy any other federal cost-sharing or matching requirement(s).

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

RFRs 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

The DEPARTMENT shall submit an RFR within sixty (60) calendar days after the end of each calendar quarter in which the DEPARTMENT expends COUNTY local matching funds, unless the COUNTY and the DEPARTMENT agree upon a different timetable in writing. However, without exception, the DEPARTMENT shall submit any and all RFRs within six (6) months from the date the DEPARTMENT expends COUNTY local matching funds.

The COUNTY shall provide payment within sixty (60) calendar days after receipt of an acceptable RFR, including required documentation. Required documentation shall include the following: a general ledger, a copy of the receipt or invoice detailing what was purchased or paid for, and documentation demonstrating that the funds requested are for local cash match for Agreement Number WCPP-24-0026-NV.

Upon request by the COUNTY, the DEPARTMENT shall provide justification of expenses within thirty (30) calendar days. The COUNTY shall not provide payment on any RFR that the DEPARTMENT submits after six (6) months from the date the DEPARTMENT expends COUNTY local matching funds.

The DEPARTMENT must notify the COUNTY in writing of any changes to the DEPARTMENT'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, incomplete, or unsatisfactory RFRs. The COUNTY does not pay late fees or charges. Final payment shall be withheld until all RFRs have been submitted and accepted.

In the event any costs submitted by the DEPARTMENT are determined to be ineligible, disallowed, or otherwise not compliant with applicable federal requirements, the DEPARTMENT shall be solely responsible for such costs and shall reimburse the COUNTY upon written demand.

ARTICLE V: TIME SCHEDULE

Time is of the essence for this AGREEMENT. The work identified in Article I is anticipated to end on December 1, 2031.

If the DEPARTMENT's performance of work is delayed or if the sequence of tasks is changed, the DEPARTMENT 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. If at any time, the work is at risk of not being completed within the term of this AGREEMENT, the DEPARTMENT 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 1, 2031, contingent upon the availability of funds.

The COUNTY, with the written consent of the DEPARTMENT, may authorize a no-cost extension to the term of this AGREEMENT for a period up to six (6) months.

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

ARTICLE VII: SUSPENSION AND TERMINATION

Suspension. The COUNTY may suspend performance by the DEPARTMENT under this AGREEMENT up to ninety (90) calendar days as the COUNTY, at its sole discretion, may prescribe by providing written notice to the DEPARTMENT. The DEPARTMENT shall not perform further work under this AGREEMENT as of the effective date of suspension. The DEPARTMENT 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 days 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 the DEPARTMENT's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within the DEPARTMENT's control. If after termination for cause it is determined that the DEPARTMENT has not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. The parties expressly agree that this AGREEMENT shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this AGREEMENT is withdrawn, limited, or impaired.

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

1. Upon receipt by the DEPARTMENT of a suspension or termination notice, or delivery by the DEPARTMENT of a termination notice, the DEPARTMENT shall promptly discontinue all activities affected (unless the COUNTY's notice directs otherwise).
2. In the event this AGREEMENT is terminated by the DEPARTMENT, the DEPARTMENT acknowledges that its termination may affect the COUNTY's consideration of the DEPARTMENT for future projects.
3. In the event of termination of this AGREEMENT, the DEPARTMENT shall be eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. The COUNTY shall pay the DEPARTMENT for work performed up to and including the date on which the DEPARTMENT discontinued, or should have discontinued all activities as determined by Paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed activities or other work. Any payment due to the DEPARTMENT may be adjusted to the extent the COUNTY incurs additional costs by reason of the DEPARTMENT's default. The final RFR for all work completed as of the date of termination shall be received by the COUNTY within sixty (60) calendar days after date of termination.

ARTICLE VIII: AMENDMENTS

The COUNTY may at any time, by written amendment, and with the written consent of the DEPARTMENT, make changes to the AGREEMENT.

The DEPARTMENT's requests for changes shall be subject to approval by the COUNTY. If approved by the COUNTY, such changes shall 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 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, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

TO AGENCY: Mr. Sajid Sulahria
Deputy Director
Nevada Department of Transportation
1263 S. Stewart St
Carson City, NV 89712-0001

ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, the DEPARTMENT shall retain title. For equipment with an individual purchase price of Five Thousand and No/100 Dollars (\$5,000.00) or more, the final RFR 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 RFR if applicable. In the case of leased equipment, the COUNTY requires a copy of the executed Lease Agreement within thirty (30) calendar days of its inception. The final RFR shall certify that the Lease has been terminated and/or Lease costs have been transferred to a DEPARTMENT funding source.

ARTICLE XI: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

The COUNTY requires acknowledgement of its support of your activities. The COUNTY shall notify the DEPARTMENT 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 Article I. In instances where use of this statement is not feasible, the DEPARTMENT may adjust the statement or receive a waiver of use, upon written notice to and approval by the COUNTY.

"This work was supported by the Clark County Desert Conservation Program and funded by Section 10 as project number 2025-NDOT-2525A, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

ARTICLE XII: AGENCY REQUIREMENTS

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

ARTICLE XIII: 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 shall control if it preempts State Law. Otherwise, State Law shall control. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in a Nevada court of competent jurisdiction.

ARTICLE XIV: IT IS MUTUALLY AGREED

1. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this AGREEMENT and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

2. Failure of either party to perform any obligation of this AGREEMENT shall be deemed a breach. Except as otherwise provided for by law or this AGREEMENT, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

3. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. AGREEMENT liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this AGREEMENT, but not yet paid, for the fiscal year budget in existence at the time of the breach.

4. Neither party shall be deemed to be in violation of this AGREEMENT if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the AGREEMENT after the intervening cause ceases.

5. The parties are associated with each other only for the purposes and to the extent set forth in this AGREEMENT. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

6. Failure to declare a breach or the actual waiver of any particular breach of this AGREEMENT or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

7. The illegality or invalidity of any provision or portion of this AGREEMENT shall not affect the validity of the remainder of the AGREEMENT, and this AGREEMENT shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this AGREEMENT unenforceable.

8. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this AGREEMENT without the prior written consent of the other party.

9. Except as otherwise expressly provided by this AGREEMENT, all or any property presently owned by either party shall remain in such ownership upon termination of this AGREEMENT, and there shall be no transfer of property between the parties during the course of this AGREEMENT.

10. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties shall have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

11. Each party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that party to the extent that such information is confidential by law or otherwise required by this AGREEMENT.

12. Any recipient or subrecipient of funds under this AGREEMENT agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

13. It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.

ARTICLE XV: 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:

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

BY: _____
MICHAEL NAFT, CHAIR
Clark County Commissioners

DocuSigned by:
BY: Tracy Larkin Thomason
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TRACY LARKIN THOMASON
Director

DATE: _____

DATE: 06/02/2026

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

Approved as to Legality and Form:

Signed by:
Brian W. Goldman
DB4634727E97417...
Deputy Attorney General

DATE: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: Sarah Schaerrer
Sarah Schaerrer (Jun 8, 2026 10:58:17 PDT)
SARAH SCHAERRER
Deputy District Attorney

DATE: 06/08/2026