

CBE NO. 606949-24
INTERLOCAL AGREEMENT
FOR AUTOGENIC RESTORATION AT THE BOULDER CITY CONSERVATION EASEMENT

between

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

and

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

FUNDING SOURCE – SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this _____ day of _____, 2024, by and between CLARK COUNTY, administered by the Department of Environment and Sustainability, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (herein after referred to as AGENCY), a public agency, for AUTOGENIC RESTORATION AT THE BOULDER CITY CONSERVATION EASEMENT (BCCE).

WITNESSETH:

WHEREAS, COUNTY is required to approve and implement conservation actions and activities within Clark County, Nevada over the thirty year term of the Multiple Species Habitat Conservation Plan (MSHCP) Permit #TE034927-0, effective January 9, 2001 accessible on the following website:

https://www.clarkcountynv.gov/Environmental%20Sustainability/Desert%20Conservation/Library/Guiding%20Docs/MSHCP_Permits.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 amount of \$270,000.00 including all travel, lodging, meals, equipment and miscellaneous expenses.

"WHEREAS, the sources of funds necessary to pay for the actions and activities described in Exhibit A, Scope of Work are generated from mitigation fees collected pursuant to Section 10 of the Endangered Species Act (Section 10 Funds) and Section 2.8 of the MSHCP (2000) accessible on the following website: [https://www.clarkcountynv.gov/government/departments/environment and sustainability/desert conservation program/current mshcp.php](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/current%20mshcp.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 AGENCY and paid for by COUNTY.

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

ARTICLE I: SCOPE OF WORK

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

ARTICLE II: ADMINISTRATION OF AGREEMENT

Actions performed by AGENCY shall be subject to review for compliance with the terms of this AGREEMENT by COUNTY's representative, Esther Criss, Senior Management Analyst, 702-455-3554, or the Director of Department of Environment and Sustainability's designee. COUNTY's representative may delegate any or all of his/her responsibilities under this AGREEMENT to appropriate staff member(s).

ARTICLE III: SUBCONTRACTS

Upon written approval by COUNTY, AGENCY may subcontract with, or arrange for work defined in Exhibit A, Scope of Work to be completed by, an approved agency or contractor.

ARTICLE IV: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay AGENCY for goods and/or services provided as outlined in Exhibit A, Scope of Work, the amount of \$270,000.00, 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:

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

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

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

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

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

ARTICLE V: TIME SCHEDULE

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 October 31, 2026, contingent upon the availability of funds.

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

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

ARTICLE VII: SUSPENSION AND TERMINATION

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

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

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

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

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

ARTICLE VIII: AMENDMENTS

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

https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php

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.

ARTICLE IX: NOTICES

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

TO COUNTY:

Esther Criss, Senior Management Analyst
Desert Conservation 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 Ciccone, Assistant Vice President for the Office of Sponsored Programs
University of Nevada Las Vegas
4505 S. Maryland Parkway, Mail Stop 1055
Email: lori.ciccone@unlv.edu
Phone: 702-895-5541

ARTICLE X: EQUIPMENT

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

ARTICLE XI: DATA MANAGEMENT

AGENCY shall submit a data management plan to COUNTY that is compliant with the MSHCP Data Management Development Guidelines, accessible on the following website:

https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php

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 Section 10 as project number 2023-UNLV-2395A, 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 OF THE NEVADA SYSTEM
OF HIGHER EDUCATION, ON BEHALF OF
THE UNIVERSITY OF NEVADA, LAS VEGAS

By:

Lori M. Ciccone

LORI M. CICCONE
Assistant Vice President
Office of Sponsored Programs

Date: 1/24/2024

COUNTY
CLARK COUNTY, NEVADA

By:

TICK SEGERBLOM, CHAIR
Board of County Commissioners

Date: _____

ATTEST:

By:

LYNN MARIE GOYA
County Clerk

Date:

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By:

Jason Patchett
Jason Patchett (Feb 20, 2024 10:24 PST)

JASON B. PATCHETT
Deputy District Attorney

Date:

Feb 20, 2024

EXHIBIT A

SCOPE OF WORK

A. PROJECT TITLE: Autogenic Restoration at the BCCE

B. PROJECT NUMBER: 2023-UNLV-2395A

C. PROJECT OVERVIEW:

After habitat disturbance takes place, active revegetation using seeding and outplanting are traditional restoration techniques that can be advantageous for rapidly revegetating sites. However, these techniques are labor and resource intensive, and total failures (i.e., no seedlings appearing or no plants surviving) are not unheard of, especially during drought conditions, which are expected to become more commonplace.

Abiotic restoration treatments require far less investment of both cost and effort, making them a logical alternative to more intensive forms of restoration. By leveraging on-site materials and naturally occurring seeds, shrubs etc., abiotic restoration treatments have the potential advantages of being relatively inexpensive, reducing logistical challenges, while also guaranteeing that the plants which eventually colonize the site will have indigenous and locally adapted genetics. The use of inert materials, such as rocks and dead plant material, at disturbed habitat sites has been shown to trigger soil accumulation to arrest soil erosion, trap seeds, and provide shade to stimulate plant colonization, protect young plants from herbivory, and improve soil moisture retention. Moreover, abiotic treatments can be implemented even in dry years since they can persist for long periods of time, thereby being available to be taken advantage of whenever favorable conditions arise.

In desert shrub ecosystems, such as that of the Mojave desert tortoise, soil resources typically have a patchy distribution. Loss of this characteristic can slow the recovery of shrubs and other plants. This project will develop the use of connectivity modifiers to modify the abiotic environment and kick start the accumulation of soil resources into patches that promote recovery of a shrub ecosystem by testing the feasibility and performance of multiple abiotic treatments and evaluating their functions.

D. PROJECT LOCATION(S):

The project location is the Boulder City Conservation Easement (BCCE) in Clark County, Nevada. Specific study sites shall be determined by AGENCY with input from COUNTY.

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to research and implement restoration techniques that will expedite the desert's own naturally occurring restoration processes after disturbance.

Project objectives include:

- Utilize connectivity modifiers to modify the abiotic environment in a way that will facilitate accumulation of soil resources into patches that promote recovery of desert ecosystems,
- Test a variety of abiotic treatments to compare their efficacy.

F. PROJECT METHODS:

AGENCY shall work with COUNTY to identify a study location within the BCCE. The site shall consist predominantly of bare soil or be otherwise degraded. AGENCY shall begin site scouting in the winter, complete pre-treatment monitoring and treatment implementation the following spring, and complete two years of post-treatment monitoring.

Treatments to be tested will be tailored to on- or near-site resource availability, such as:

- Vertical mulch and variations (e.g., woody, herbaceous, mixed)
- Rock arrangements
- Soil microcontouring (e.g., pitting)
- Assisted natural regeneration (e.g., placing vertical mulch around natural seedlings)

AGENCY shall implement treatments and monitoring at the microenvironment scale tailored to the fine-scale distribution of the abiotic structures. Monitoring quadrats shall measure 0.25 m². In each treatment location and quadrat, measurements shall include the fate of the abiotic structure (e.g., change in height of vertical mulch structures, number of rocks remaining in place for rock structures) and functions. Functions shall include plant community composition (e.g., seedling recruitment), soil seed banks, and soil properties such as litter accumulation.

AGENCY shall provide periodic progress reports, final data, and a final report as specified in Section I of this scope of work.

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 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 for consideration, if necessary.

H. PERMITS & REQUIREMENTS:

No permits are required for this project.

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.

Description of Deliverables and Milestones

1. Contract Award and Mobilization. COUNTY will issue notice of award in writing, and AGENCY may begin work.
2. Project Kick-off Meeting. This meeting shall be conducted after project award. AGENCY's Project Manager shall attend.
3. Quarterly Progress Reports. These reports are submitted to COUNTY on or before January 5, April 5, July 5, and October 5 of each calendar year for the term of contract. The format for the Quarterly Progress Reports can be found 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".
4. Work Plan. The work plan shall identify specific actions needed to complete project milestones and deliverables. Work plan guidance can be found on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "Work Plan Guidance".
5. Data Management Plan. The data management 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 typically includes a description of quality assurance and quality control (QA/QC) procedures for all data.
6. Identify Experimental Site Location and Treatments. With input from COUNTY, AGENCY shall finalize selection of experimental site locations and determine which treatments to implement for the study. This task shall be completed no later than the agreed upon date, and AGENCY shall inform COUNTY Project Manager via email or phone once the milestone has been met.
7. Complete Pre-Treatment Inventory and Treatment Implementation. AGENCY shall complete pre-treatment inventory and treatment implementation no later than the agreed upon date, and AGENCY shall inform COUNTY Project Manager via email or phone once the milestone has been met.
8. Complete Post-Treatment Inventory. AGENCY shall complete post-treatment inventory no later than the agreed upon date, and AGENCY shall inform COUNTY Project Manager via email or phone once each milestone has been met.
9. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on July 1st of each odd-numbered year, as well as 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 Progress Summary Report Format".

10. 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 will 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.
11. Annual 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. A succinct summary of initial findings and/or relevant observations shall accompany the data.
12. 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.
13. 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 Project Report Format".
14. Final Project Review Summary Form and Project Claim Release. 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 Form and Project Claim Release Format".
15. Periodic Project Status Meetings and Reports. Periodic project meetings are required throughout the term of the project as determined by COUNTY Project Manager. Required attendees will be COUNTY Project Manager and PROPOSER's Project Manager. Additionally, COUNTY Project Manager may request written or oral reports throughout the term of the project.

J. DOCUMENT SUBMITTAL:

All deliverables shall be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified.

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 must contact COUNTY Project Manager to determine if the software is acceptable and if the document can be submitted via email.

All deliverables shall be accompanied by a Deliverable Transmittal Form (DTF). AGENCY shall be responsible for completing 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 AGENCY is unable to submit deliverables via email, and COUNTY Project Manager has agreed, then deliverables may be submitted via U.S. mail or commercial courier or parcel service. Only one deliverable should be submitted per disk and AGENCY should ensure that each disk 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 should be mailed to the following address:

Deliverable Monitor, Desert Conservation Program
 Clark County Department of Environment and Sustainability
 4701 W. Russel 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 ARTICLE 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 Period, the Invoice Number, and the Payment Address.
- b. A "BUDGET SUMMARY COMPARISON" form, 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 will need to accompany all invoices. The Budget Summary Comparison form may be found at: https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Budget Summary Comparison Example".

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

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

PLEASE DO NOT SEND INVOICES VIA EMAIL AND MAIL. Please select one submission option or the other and submit invoices only once.

Per NRS 244.250 the COUNTY shall not provide payment on invoices submitted 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 Autogenic Restoration at the BCCE Project Number: 2023-UNLV-2395A

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
Date of Purchase Order Award	M	Contract Award and Mobilization	NO FEE ALLOWED
15 Days after Purchase Order Award	M	Project Kick-off Meeting	NO FEE
30 Days after Purchase Order Award	D	Work Plan	\$7,000
30 Days after Purchase Order Award	D	Data Management Plan	\$3,000
February 20, 2024	M	Identify experimental site location and treatments	\$8,000
April 5, 2024	D	Quarterly Progress Report (January 1, 2024 - March 31, 2024)	NO FEE
May 1, 2024	M	Complete Pre-treatment Inventory and Treatment Implementation	\$36,000
July 5, 2024	D	Quarterly Progress Report (April 1, 2024 - June 30, 2024)	NO FEE
TBD August, 2024	M	Annual Project Review Presentation (if requested)	NO FEE
September 17, 2024	D	Annual Project Data 2024	\$5,000
October 5, 2024	D	Quarterly Progress Report (July 1, 2024 - September 30, 2024)	NO FEE
January 5, 2025	D	Quarterly Progress Report (October 1, 2024 - December 31, 2024)	NO FEE
April 5, 2025	D	Quarterly Progress Report (January 1, 2025 - March 31, 2025)	NO FEE
May 1, 2025	M	Complete Post-Treatment Year 1 Inventory	\$75,000
July 1, 2025	D	Biennium Progress Summary Report	\$3,000
July 5, 2025	D	Quarterly Progress Report (April 1, 2025 - June 30, 2025)	NO FEE
TBD August, 2025	M	Annual Project Review Presentation (if requested)	NO FEE
October 5, 2025	D	Quarterly Progress Report (July 1, 2025 - September 30, 2025)	NO FEE
January 5, 2026	D	Quarterly Progress Report (October 1, 2025 - December 31, 2025)	NO FEE

April 5, 2026	D	Quarterly Progress Report (January 1, 2026 - March 31, 2026)	NO FEE
May 1, 2026	M	Complete Post-Treatment Year 2 Inventory	\$75,000
July 5, 2026	D	Quarterly Progress Report (April 1, 2026 - June 30, 2026)	NO FEE
TBD August, 2026	M	Annual Project Review Presentation (if requested)	NO FEE
September 30, 2026	D	Final Project Data	\$10,000
September 30, 2026	D	Final Project Report	\$15,000
October 20, 2026	D	Final Biennium Progress Summary Report	\$6,000
October 20, 2026	D	Final Project Review Summary Form and Project Claim Release	10% of Overall Project Amount, \$27,000
		NO COST 6 MONTH EXTENSION	N/A
		Project Closeout	N/A
TOTAL NOT TO EXCEED AMOUNT:			\$270,000.00

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.