

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the Nevada Division of Forestry
Acting By and Through Its
Department of Conservation and Natural Resources
901 S. Stewart Street, Suite #1001, Carson City, Nevada 89701
Phone (775) 684-2501 – Fax (775) 684-2570

And

Clark County
7050 Wetlands Park Lane
Las Vegas, Nevada 89122

Project # 24-32-0024

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this ____ day of _____, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and NEVADA DIVISION OF FORESTRY, hereinafter referred to as "NDF" for Conservation work projects at the Wetlands Park.

WITNESSETH

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS, COUNTY acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS, this described work will be performed by NDF personnel and/or Nevada Department of Corrections crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project AGREEMENT developed for this geographic area, community and/or real property, and:

WHEREAS, NDF requires permission of the COUNTY to enter the Property to perform such work:

NOW, THEREFORE, COUNTY hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and AGREEMENT (the "Work"), COUNTY, and NDF agree to the following terms and conditions:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth in Attachment 1 Nevada Division of Forestry Project Plan and Agreement attached hereto.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from date of award through June 30, 2028, or until allocated budget is exhausted, whichever occurs first.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY NDF to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

NDF, by and through this AGREEMENT, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this AGREEMENT. NDF agrees to use its best efforts to complete this Work AGREEMENT in a timely manner. COUNTY expressly agrees that no cause of action shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of COUNTY and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns and may modify or otherwise attach additional conditions to this AGREEMENT in accordance with NDOC regulations and policies, subject to the AGREEMENT of COUNTY the formal amendment process. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of COUNTY or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this AGREEMENT and is fully responsible and shall indemnify, defend, and hold harmless COUNTY for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this AGREEMENT. These obligations shall survive the expiration or earlier termination of this AGREEMENT.

This AGREEMENT represents the entire AGREEMENT between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. COUNTY's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this AGREEMENT, project plan and financial estimate. COUNTY agrees to a binding release under the terms set forth above. This AGREEMENT shall be construed and interpreted according to the laws of the State of Nevada.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and AGREEMENT; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to COUNTY. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill COUNTY on a monthly basis for actual costs accrued based upon the rates in Attachment 2.

If COUNTY rejects an invoice as incomplete, NDF 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 as follows: Attention Elizabeth Bickmore, Clark County Wetlands Park 7050 Wetlands Park Lane, Las Vegas Nevada 89122.

NDF must notify COUNTY in writing of any changes to NDF 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 may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

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 V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire AGREEMENT between COUNTY and NDF relating to the rights granted and obligations assumed by the parties hereto. Any prior AGREEMENTs, promises, negotiations or representations, either oral or written, relating to the subject matter of AGREEMENT not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of NDF. Services specified in this AGREEMENT shall not be subcontracted by NDF without the written consent of COUNTY.

ARTICLE VII: 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 VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Liz Bickmore
 7050 Wetlands Park Lane, Las Vegas Nevada 89122

To NDF: Attention: Kevin M. Gearlds
 901 S. Stewart Street, Suite #1001, Carson City, Nevada 89701

ARTICLE IX: POLICIES AND PROCEDURES

NDF agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and NDF.

ARTICLE X: INSURANCE

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

ARTICLE XI: 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 XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE XIII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by NDF under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to NDF. NDF shall not perform further work under this AGREEMENT as of the effective date of suspension. NDF 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 five (5) 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 NDF'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within NDF'S control. If after termination for cause it is determined that NDF 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 NDF provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by NDF of a suspension or termination notice, or delivery by NDF of a termination notice, NDF 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 Attachment 1, Project Plan and AGREEMENT.
2. In the event this AGREEMENT is terminated by NDF, NDF acknowledges that its termination may affect COUNTY'S consideration of NDF for future projects.
3. In the event of termination of this AGREEMENT, NDF 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 NDF for work performed up to and including the date on which NDF 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 NDF may be adjusted to the extent COUNTY incurs additional costs by reason of NDF'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 AGREEMENT with another party or otherwise.

ARTICLE XIV: TERMS OF GRANT OF RIGHT OF ENTRY:

1. COUNTY agrees that his/her signature herein signifies consent and AGREEMENT to enter the Property to perform work under the Project Work Plan and AGREEMENT (Attachments 1 & 2) for the Property subject to the terms of this AGREEMENT.
2. This AGREEMENT is personal to NDF and NDF may not assign this AGREEMENT in whole or in part except upon approval of the COUNTY.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.
4. The Work will be performed at a time agreed upon, in writing, between NDF and COUNTY.
5. Permission to access the Property by NDF personnel and/or Nevada Department of Corrections crews will at all times reside with the COUNTY, which may be revoked at any time.

6. This AGREEMENT is intended to be a binding AGREEMENT between the parties. This AGREEMENT does not obligate the COUNTY to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The COUNTY shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.

ARTICLE XV: BREACH - REMEDIES:

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 actual damages.

ARTICLE XVI: LIMITED LIABILITY:

The parties will 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 State 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.

ARTICLE XVII: FORCE MAJEURE:

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, acts of public enemy, acts of terrorism, 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.

ARTICLE XVIII: INDEMNIFICATION:

Neither party waives any right or defense to indemnification that may exist in law or equity.

ARTICLE XIX: INDEPENDENT PUBLIC AGENCIES:

The parties are associated with each other only for the purposes and to the extent set forth in this AGREEMENT, and in respect to performance of services pursuant to this AGREEMENT, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this AGREEMENT, shall have the sole 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 constructed 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.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

NEVADA DIVISION OF FORESTRY

CLARK COUNTY

Kevin M. Gearlds Digitally signed by Kevin M. Gearlds
Date: 2024.03.07 11:00:03 -08'00'
NDF Representative and/ or

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

03/07/2024

Date

N/A

Camp Supervisor

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

Date

N/A

Area Supervisor

Date

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Jason Patchett
Jason Patchett (Mar 14, 2024 14:40 PDT)
JASON B. PATCHETT
Deputy District Attorney

ATTACHMENT 3

CONDITIONS REGARDING INTERACTIONS BETWEEN COUNTY AND WORK CREW INMATES

1. COUNTY agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. COUNTY shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving COUNTY giving inmates food, drinks, money or gifts, to camp managers.
3. COUNTY shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. COUNTY shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. COUNTY shall not provide legal assistance or advice to any inmate.
6. COUNTY shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. COUNTY shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. COUNTY shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
Cons. Crew Supervisor	1	\$405.04/ Day	1 day	\$ 405.04
Inmate Cons. Crew Member	10	\$3.37/ Day	1 day	\$ 33.70
				\$
				\$

Estimated Standard Rate for Supervision and Labor Subtotal: \$438.74

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
Conservation Crew Vehicle Daily	\$251.00/ Day	1 day	\$ 251.00
Conservation Crew Vehicle Mileage	\$1.90/ Mile	90 miles	\$ 171.00
			\$
			\$

Estimated Standard Rate for Equipment Subtotal: \$422.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, or Mile	Estimated Days, Hours, or Miles	TOTAL
Chain Saw (in excess of two)	\$73.00/ Day	1/ Day	\$ 73.00
			\$
			\$
			\$

Estimated Standard Rate for Miscellaneous Items Subtotal: \$73.00

AS PER TERM AGREEMENT: Funded with grant money through NDF ☐ And/ Or funded by Cooperator ☐

ESTIMATED COST: Standard Rate (Full Rate)..... \$933.74

Discount/ Match.....

Non-Standard Rate.....

Kevin M. Gearlds

Digitally signed by Kevin M. Gearlds
Date: 2024.03.07 11:00:18 -08'00'

NDF Representative Signature & Date

COUNTY's Signature & Date

11/13/2020

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ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: 03/07/2024

Program: Southern Region: Camps and Fire Programs

PROJECT NAME: Clark County Wetlands	
LOCATION: 7050 Wetlands Park Lane Las Vegas, NV. 89122	COUNTY: Clark
COOPERATOR: Clark County Parks and Recreation	AGENCY: County
PROJECT AGENT: Liz Bickmore	PHONE: 702-455-8131
PURPOSE OF PROJECT: To assess fire risks, clear vegetation, create fire breaks, prune trees, restore riparian areas, remove noxious weeds, and install herbivore protective fences around trees and sensitive plants.	
PROPOSED STARTING DATE: TBD	ESTIMATED WORKING DAYS: TBD
SCHEDULED STARTING DATE: TBD	CREW/ENGINE ASSIGNED PROJECT: TBD
<p>PROJECT TYPE and DESCRIPTION: This project will consist of clearing vegetation to maintain water flow in riparian areas, including common reed, sandbar willow, and other tress; in conjunction will establish fuel breaks. Removing noxious and invasive weeds throughout Wetlands Park. Collecting seeds for propagation at NDF and NPS nurseries. Pole cutting trees and planting in areas around the Wetlands Park. Planting vegetation in the Wetlands Park and assisting with installation of proper irrigation where required. Spread trail surfacing materials along existing park trails to maintain safety of the public use trails. Assist with the creation of new trails identified by park staff. Installing, constructing, and or repairing fencing for public safety, and to protect sensitive plant species within the park. Tree and shrub pruning to promote overall health of plants and to maintain trail access.</p> <p>NDF Fire Program staff can assist Wetlands Park staff with creating a hazardous fire fuels reduction plan and a prescribed burn plan.</p> <p>NDF can provide personnel to operate a remote controlled marsh mower.</p> <p>This project can also provide training opportunities towards the completion of the NDF Resource Task Book.</p>	
MATERIALS REQUIRED FROM COUNTY: All tools and supplies not included on the NDF vehicles and within the daily personnel and equipment rates.	
CONTINUED ON SHEETS	
<p>TECHNICAL PLANS REQUIRED: Maps of areas to be treated, plants to be protected, trails to be maintained or constructed with plans. Technical fencing construction plans if needed. Training on any non- NDF owned equipment to be operated.</p>	
CONTINUED ON SHEETS	

RMG
NDF Representative Initials

COUNTY's Initials

03/07/2024
Date

Date

11/13/2020

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