

CBE NO. 606946-24
INTERLOCAL AGREEMENT
FOR DISTRIBUTION AND THREATS TO THE ARIZONA TOAD IN CLARK COUNTY

between

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

and

UNITED STATES GEOLOGICAL SURVEY
DBA NORTHERN ROCKY MOUNTAIN SCIENCE CENTER

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 UNITED STATES GEOLOGICAL SURVEY DBA NORTHERN ROCKY MOUNTAIN SCIENCE CENTER (herein after referred to as AGENCY), a public agency, for Distribution and Threats to the Arizona Toad in Clark County.

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_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, the USGS is authorized to perform technical assistance with other Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, and nonprofit organizations (including universities) under the Stevenson-Wydler Act (15 U.S.C. § 3710a(b)(3)(A), as amended);

WHEREAS, the USGS has a mission to provide science for decisions that protect ecosystems from invasive plants and animals and infectious fish and wildlife diseases that pose significant ecological threats and has need for data to support this mission;

WHEREAS, Collaborator has need of USGS expertise in science to inform Arizona Toad status;

WHEREAS, the project entitled "Distribution and Threats to the Arizona Toad in Clark County" is intended by the Parties to be mutually beneficial and to benefit the people of the United States.

WHEREAS, COUNTY agrees to fund this AGREEMENT up to the not-to-exceed amount of \$310,121 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

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).

UEI Number: PMGNVNSVFW7
COUNTY TIN: 826179926

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 not-to-exceed amount of \$310,121, 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. Invoices must adhere to the requirements in Section K of the scope of work. Final payment will be withheld until an accurate invoice is received and all deliverables and milestones have been submitted and accepted. If COUNTY does not provide payment within 60 days from the date that an accurate invoice is received and all deliverables and milestones have been submitted and accepted, COUNTY will be responsible for interest and penalty and administrative fees at the annual rate established by the U.S. Treasury pursuant to 31 USC § 3717.

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 April 1, 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. In the event of a suspension, the term of this agreement shall not be extended except by written agreement. County agree to reimburse AGENCY for work performed up to the suspension.

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 bad faith 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 except for amounts owed to AGENCY for satisfactory work performed prior to termination. 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](https://www.clarkcountynv.gov/government/departments/environment%20and%20sustainability/desert%20conservation%20program/project%20handbook.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, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

TO US GEOLOGICAL SURVEY: Blake Hossack, Northern Rocky Mountain Science Center
Natural Sciences 113, 32 Campus Drive
University of Montana
Missoula, MT 59812

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/Environmental%20Sustainability/Desert%20Conservation/DCP_DataManagementGuidelines.pdf

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-USGS-2345A, 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 general 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.

UNITED STATES GEOLOGICAL SURVEY
DBA NORTHERN ROCKY MOUNTAIN SCIENCE CENTER

COUNTY
CLARK COUNTY, NEVADA

By: CLAUDIA REGAN Digitally signed by CLAUDIA REGAN
Date: 2024.02.22 16:21:11 -07'00'
CLAUDIA REGAN
Center Director

By: _____
TICK SEGERBLOM, CHAIR
Board of County Commissioners

Date: _____

Date: _____

By: JUDY O'DWYER Digitally signed by JUDY O'DWYER
Date: 2024.02.22 16:14:07 -07'00'
JUDY O'DWYER
Administrative Office

ATTEST:
By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: Jason Patchett
Jason Patchett (Mar 6, 2024 10:22 PST)
JASON B. PATCHETT
Deputy District Attorney

Date: Mar 6, 2024

EXHIBIT A

SCOPE OF WORK

A. PROJECT TITLE: Distribution and Threats to the Arizona Toad in Clark County

B. PROJECT NUMBER: 2023-USGS-2345A

C. PROJECT OVERVIEW:

The Arizona Toad has been petitioned for protection under the Endangered Species Act (ESA) and is under consideration for inclusion as a Covered Species under the Clark County Multiple Species Habitat Conservation Plan (MSHCP) Amendment. Threats to the Toad include drought, changes in hydrological regimes of streams, and hybridization with Woodhouse's Toads. The Arizona Toad breeds in and resides primarily near slow-flowing streams. Impoundment of these streams and other hydrologic alterations could increase the threat of hybridization with Woodhouse's Toads, which breed primarily in standing waters and have been aided in the region by hydrologic modification. Based on surveys of historical collection localities and examination of museum specimens, Bradford et al. (2005) concluded that Arizona Toads in Las Vegas Valley had been replaced by Woodhouse's Toads or hybrids; however, there are several recent observations of the species from surveys and citizen science observations from within 20 miles north and east of the Clark County border, which suggests the Arizona Toad could still occur in the county or could recolonize suitable habitat under favorable conditions.

This project will help the COUNTY determine whether the Arizona Toad still occurs in the area and to determine potential threats from the Woodhouse's Toad, development, or other potential factors. It will also determine areas of high suitability that may be used as recolonization sites in the event the species is listed under the ESA and/or covered under an amended MSHCP permit.

D. PROJECT LOCATION(S):

Study locations will be as follows:

This study will occur mostly along the Virgin and Muddy rivers within Clark County at either historical locations or stratified within potential habitat. Exact locations for surveys will be agreed upon in the work plan. Approximately 10% of surveyed sites may be outside (but near) of Clark County, especially at sites where the Arizona Toad has been documented in the last 10 years.

E. PROJECT GOALS AND OBJECTIVES:

The goal of the project is to determine if the Arizona Toad currently occurs within Clark County and if there is suitable habitat available for the toad in the future. Specific objectives are as follows:

- Use environmental DNA (eDNA) to sample habitat for presence of Arizona Toad and Woodhouse's Toad.
- Conduct visual encounter surveys to determine presence and potential hybridization rates.
- The creation of a habitat suitability map for the Arizona Toad.

F. PROJECT METHODS:

AGENCY will conduct surveys for Arizona and Woodhouse's Toads at 100 locations within Clark County, Nevada. Sites will represent 100 meters of shoreline of streams, reservoirs, and other waterbodies. Surveyed sites will include locations of previously known Arizona Toad occurrences, areas near recently documented populations in neighboring counties and states. These sites will be important to create an informed habitat suitability map. These sites outside of Clark County may also be important to demonstrate that selected sampling methods are effective, in case all surveys within Clark County yield zero observation of Arizona Toads because they are no longer present. Surveys within Clark County will be stratified based on the presence of potential habitat for Arizona Toads — especially in priority management areas such as areas that are likely to be developed or that have been proposed as conservation areas. These sites will be included in the work plan and be surveyed during the spring/summer of 2024 and 2025.

At each survey location, AGENCY will perform visual encounter surveys to search for presence of each toad species and assess adults for evidence of hybridization based on the hybrid index of Blair (1955) and Sullivan (1986). AGENCY will collect eDNA samples from water to test for evidence of the Arizona Toad and Woodhouse's Toad. For consistency with prior sampling efforts in the region, eDNA analyses will be done in cooperation with Dr. Goldberg's laboratory at Washington State University. AGENCY will include the Woodhouse's Toad in their eDNA analyses to help evaluate its current and potential threats to the Arizona Toad, including areas that might be considered for future conservation efforts.

G. STAFFING AND EQUIPMENT:

AGENCY shall inform COUNTY in writing of changes in the AGENCY's project manager. 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.

H. PERMITS & REQUIREMENTS:

It is AGENCY's responsibility to obtain any necessary permits, including but not limited to, permits from the Nevada Department of Wildlife, The Bureau of Land Management, and/or the US Fish and Wildlife Service where applicable.

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 in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. AGENCY's Project Manager shall attend.
3. Permits. AGENCY shall submit copies of relevant permits to COUNTY.
4. 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_program/project_handbook.php, document title "DCP Quarterly Report Format".

COUNTY reserves the right to edit these reports for grammar and accuracy for posting to a public website.
5. 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.
6. Data Management Plan. This plan shall be submitted using the guidelines provided in the Data Management Guidelines located on the following website:
https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php, document title "DCP Data Management Guidelines".

This plan will include a description of quality assurance and quality control (QA/QC) procedures for all data.
7. Begin Field Work. Field work will begin by this date each year.
8. Data Deliverables. Data deliverables will be submitted after the completion of the field season and shall include copies of digital and paper datasheets after AGENCY has completed the QA/QC process as described in the approved Data Management Plan deliverable.
9. End of Field Work Meeting. AGENCY Project Manager and COUNTY Project Manager shall meet in accordance with the date listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table, to discuss the work conducted and lessons learned.
10. Periodic Project Meetings. 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. Other attendees may be invited as needed. Additionally, COUNTY Project Manager may request written or oral reports throughout the term of the project.
11. Receipt Submittal. Receipts for all equipment purchase(s) with an individual purchase price of \$5,000 or more shall be submitted with any invoices. If items are valued at \$5,000 or more but less than \$5,000 of COUNTY funds are used, receipts shall be provided as well as proof of matching funds.

12. Biennium Progress Summary Report and Final Biennium Progress Summary Report. 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.

13. 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:
- Title of project,
 - A brief summary of the project's progress and findings,
 - 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
 - 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.

14. Annual and 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. This will contain all data from the project including all digital data collected in the field with any updates based on COUNTY Project Manager's review along with eDNA data and all photographs.

15. 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".

16. Final Project Review Summary Form and Project Claim Release. 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_program/project_handbook.php, document title "DCP Final Project Review Summary Form and Project Claim Release 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 (DTF)".

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 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 Number, Invoice Period, Contract Number, Funding Source, 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_program/project_handbook.php, document title "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 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
Distribution and Threats to the Arizona Toad in Clark County
Project Number: 2023-USGS-2345A**

Date Due	Deliverable / Milestone #	Deliverable / Milestone Title	Amount Allowed
Date of Award	M01	Contract Award and Mobilization	NO FEE ALLOWED
21 days after award	M02	Project Kick-off Meeting	\$0.00
March 15, 2024	D01	Work Plan	\$60,000.00
March 15, 2024	D02	Data Management Plan	\$20,000.00
April 5, 2024	D03	Quarterly Progress Report (Project start – March 31, 2024)	\$0.00
April 30, 2024	D04	Permits	NO FEE ALLOWED
May 1, 2024	M03	Begin Field Work	\$30,000.00
July 5, 2024	D05	Quarterly Progress Report (April 1, 2024 – June 30, 2024)	\$0.00
July 10, 2024	D06	Data Deliverable	\$10,000.00
July 31, 2024	M04	End of Field Work Meeting	\$0.00
August TBD	M05	2024 Annual Project Review Presentation (if requested)	\$0.00
October 5, 2024	D07	Quarterly Progress Report (July 1, 2024 – September 30, 2024)	\$0.00
December 5, 2024	D08	Annual Project Data	\$20,000.00
December 5, 2024	D09	Annual Project Report	\$22,276.00
January 5, 2025	D10	Quarterly Progress Report October 1, 2024 – December 31, 2024	\$0.00
April 5, 2025	D11	Quarterly Progress Report (January 1, 2025 – March 31, 2025)	\$0.00
April 30, 2025	D12	Permits	NO FEE ALLOWED
May 1, 2025	M06	Begin Field Work	\$60,000.00

July 5, 2025	D13	Quarterly Progress Report (April 1, 2025 – June 30, 2025)	\$0.00
July 5, 2025	D14	Biennium Progress Summary Report	\$0.00
July 10, 2025	D15	Data Deliverables	\$20,000.00
July 31, 2025	M07	End of Field Work Meeting	\$10,000.00
August TBD	M08	2025 Annual Project Review Presentation (If requested)	\$0.00
October 5, 2025	D16	Quarterly Progress Report (July 1, 2025 – September 30, 2025)	\$0.00
February 5, 2026	D17	Final Project Data	\$10,000.00
February 5, 2026	D18	Final Project Report	\$10,224.00
February 15, 2026	D19	Final Biennium Progress Summary Report	\$0.00
20 Days Prior to End Date	M09	Receipt Submittal (As necessary)	NO FEE ALLOWED
March 20, 2026	D20	Final Project Review Summary Form and Project Claim Release	\$30,121.00
		Administrative Fee, Interest and Penalties	\$7,500.00
		NO COST 6 MONTH EXTENSION	
April 1, 2026		Project Closeout	N/A
TOTAL NOT TO EXCEED AMOUNT:			\$310,121.00

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.