

CBE NO. 606157-22
INTERLOCAL AGREEMENT
FOR RIPARIAN RESERVES PLANT PROPAGATION

between

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

and

NATIONAL PARK SERVICE (NPS)

FUNDING SOURCE SECTION 10

(FUNDING SOURCE – SECTION 10)

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this _____ day of _____ 2022, 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 (NATIONAL PARK SERVICE) (herein after referred to as AGENCY), a public agency, for RIPARIAN RESERVES PLANT PROPAGATION.

W I T N E S S E T H:

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/government/departments/environment_and_sustainability/desert_conservation_program/guiding_documents.php

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

WHEREAS, COUNTY agrees to fund this AGREEMENT up to the not-to-exceed amount of \$27,409.50 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/guiding_documents.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, CARYN WRIGHT, PROJECT MANAGER, 702-455-2972, 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, for the not to exceed amount of \$27,409.50, 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. For time and materials agreements, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoice containing travel expenses. Maximum reimbursable travel expenses under this agreement shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
3. A "BUDGET SUMMARY COMPARISON", which outlines the total amount AGENCY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

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

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

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

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

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

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

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

ARTICLE V: TIME SCHEDULE

Time is of the essence for this AGREEMENT. The work identified in Exhibit A, Scope of Work is anticipated to end on June 30, 2023. 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 date of award through June 30, 2023.

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/for_dcp_contractors.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: Caryn Wright, Desert Conservation Program
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

TO NATIONAL PARK SERVICE: Carrie Norman, Vegetation Biologist
National Park Service
Lake Mead National Recreation Area
601 Nevada Highway
Boulder City, NV 89005
Carrie_norman@nps.gov
702-293-8734

ARTICLE X: 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/for_dcp_contractors.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 XI: 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 2017-NPS-1750J, 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 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.

NATIONAL PARK SERVICE:

By: SCOTT BRIGGS Digitally signed by SCOTT
BRIGGS
Date: 2022.04.06 21:07:20 -07'00'
SCOTT BRIGGS
Supervisory Financial Administration and Program Analyst

Date: _____

CLARK COUNTY, NEVADA:

By: _____
JAMES B. GIBSON, CHAIR
Board of County Commissioners

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

Date: Apr 12, 2022

EXHIBIT A
SCOPE OF WORK

A. PROJECT TITLE: Riparian Reserves Plant Propagation

B. PROJECT NUMBER: 2017-NPS-1750(TBD)

C. PROJECT OVERVIEW:

The purpose of this project is to collect and propagate plant material for the Clark County Desert Conservation Program's (COUNTY).

D. PROJECT LOCATION(S):

Muddy River and Virgin River Riparian Reserves. See attached maps in Appendix 2.

E. PROJECT GOALS AND OBJECTIVES:

The goal of this project is to support restoration activities on the Riparian Reserves for enhancement of native riparian species covered by the Multiple Species Habitat Conservation Plan. AGENCY shall accomplish this goal by collecting plant materials from local habitats similar to the project site habitat and propagating the plant material in a nursery environment for subsequent use by COUNTY.

AGENCY crews shall collect the following cuttings / rootings that are locally adapted (i.e., suited to the project site) and propagate in AGENCY'S nursery.

Species	Common	Container Type	Minimum height	Quantity
<i>Atriplex canescens</i>	Fourwing saltbush	5X12	30"	150
<i>Distichlis spicata</i>	inland saltgrass	1 gal	N/A	430
<i>Fraxinus velutina</i>	Ash	6X16	N/A	82
<i>Lycium andersonii</i>	wolfberry	5X12	30"	150
<i>Populus fremontii</i>	Fremont cottonwood	4X10	18"	689
<i>Prosopis glandulosa</i>	Honey Mesquite	6X16	60"	395
<i>Salix exigua</i>	Coyote willow	4X10	18"	1391
<i>Salix gooddingii</i>	Gooddings willow	4X10	18"	95
<i>Riparian species</i>	sedge or rush species	1 gal	N/A	1275

Species quantities and/or substitutions are possible with COUNTY Project Manager's approval. All collected cuttings / rootings shall be propagated and stored in AGENCY'S nursery until COUNTY begins restoration activities (anticipated December 2022/January 2023).

AGENCY shall be responsible for:

- Supplying all field crews, including all travel-related expenses and all necessary amenities to support the field crews for each day of work; and
- Providing necessary tools and supplies, including but not limited to safety equipment, etc.

Funding is for the cost of supplies and labor to attempt to meet the quantities per species requested and cannot be refunded. However, in the event quantities cannot be met, (e.g., a species doesn't germinate, etc.), different species may be substituted and/or a delay in delivery may be agreed upon by the County to meet the total quantities requested.

F. STAFFING AND EQUIPMENT:

If a change in staffing levels within the term of this AGREEMENT affects AGENCY'S ability to complete milestones or impacts the deliverable schedule, it is the responsibility of AGENCY to notify COUNTY, develop a solution to meet project schedule, and to submit a request for an amendment to the AGREEMENT for consideration, if necessary.

G. PERMITS & REQUIREMENTS:

AGENCY is responsible for necessary permit(s) required to execute this project.

H. 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. A milestone is a reference point marking a major event in the project and will be used to monitor the project's progress. A deliverable is a tangible and measurable result, outcome, or item that must be produced to complete a project or a part of a project.

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. COUNTY will issue notice of award in writing, and AGENCY may begin work.
2. Plant Collection and Propagation. AGENCY shall collect cuttings /rooting of the species and quantities specified in Section E.
3. Monitoring and Storage of Propagated Plant Material. AGENCY will monitor and maintain propagated material until COUNTY is ready to plant.

AGENCY shall undertake this project on a fixed fee per milestone basis in accordance with Appendix 1, Milestone/Deliverable/Invoicing Schedule Table.

I. DOCUMENT SUBMITTAL:

All deliverables must be submitted via email to: dcp@clarkcountynv.gov unless otherwise specified in Section H, 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 'AGENCY/AGENCY section' of the DTF. The form may be found at: https://www.clarkcountynv.gov/government/departments/environment_and_sustainability/desert_conservation_program/project_handbook.php document title "DCP Deliverable Transmittal Form".

If unable to submit deliverables via email, submit them via U.S. mail or commercial courier or parcel service. Please send only one deliverable per disk and 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 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.

J. INVOICING SCHEDULE AND REQUIREMENTS:

All invoices must be submitted according to the procedures outlined in Article 4 of the Interlocal Agreement. This section provides further clarification on invoicing allowances:

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

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

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

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

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

Sr. Financial Office 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 the COUNTY approves deliverables and/or milestones, as agreed upon in this Scope of Work.

(End of Scope of Work)

Appendix 1

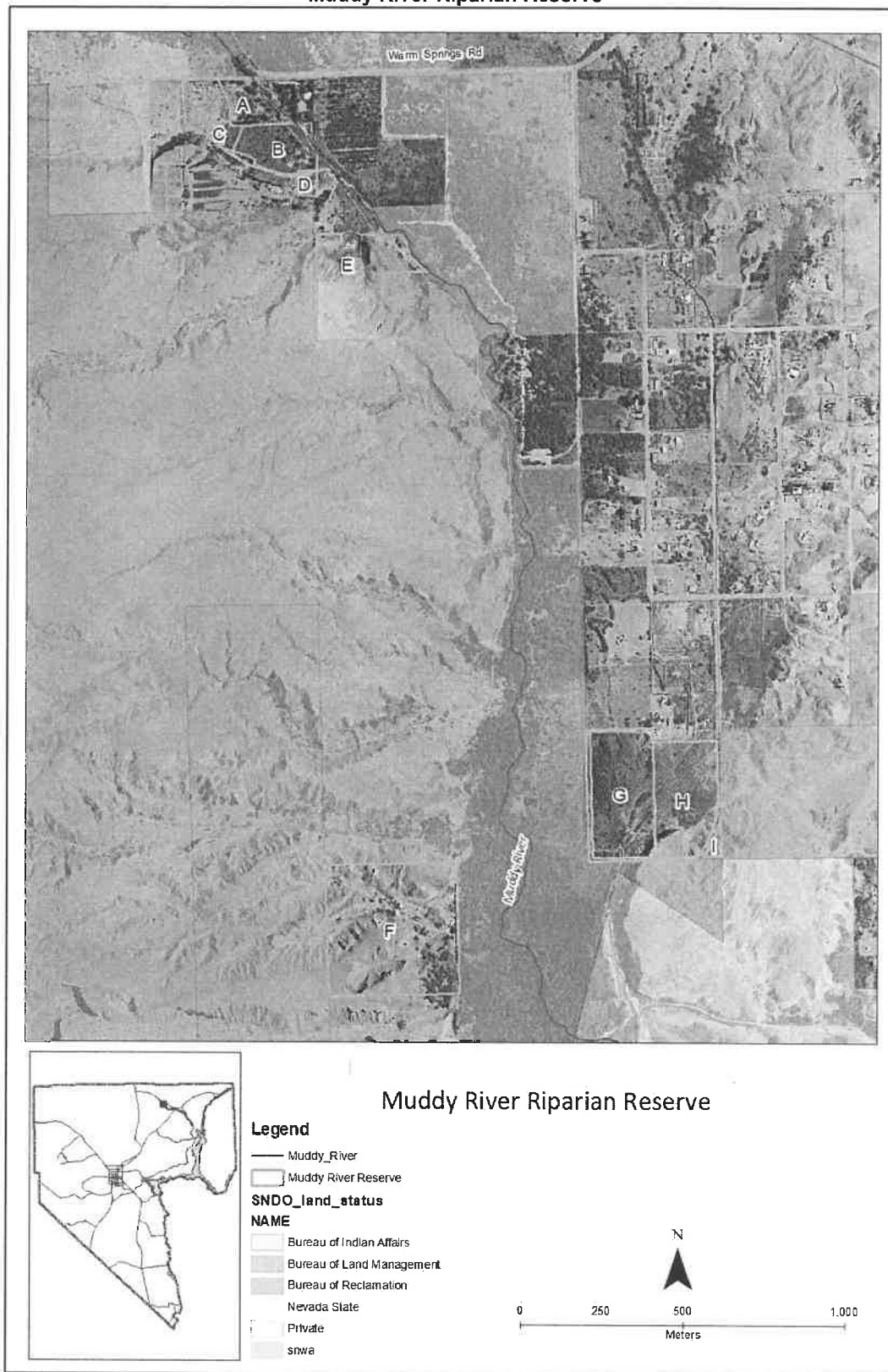
Milestone/Deliverable/Invoicing Schedule Table

Due Date	Deliverable / Milestone Number	Deliverable / Milestone	Amount Allowed
April 19, 2022	M01	Contract Award	NO FEE ALLOWED
May 26, 2022	M02	Plant Collection and Propagation	\$7,000.000
August 30, 2022	M03	Monitoring and Storage of Propagated Plant Material	\$10,000.00
January 15, 2023	M04	Monitoring and Storage of Propagated Plant Material	\$10,409.50
		NO COST 6 MONTH EXTENSION	NO FEE ALLOWED
June 30, 2023	N/A	Project Close	NO FEE ALLOWED
TOTAL NOT TO EXCEED AMOUNT:			\$27,409.50

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.

APPENDIX 2

Muddy River Riparian Reserve



APPENDIX 2
Virgin River Riparian Reserve

