

CBE NO. 606196-22
INTERLOCAL AGREEMENT
FOR ENVIRONMENTAL ANALYSIS FACILITY SERVICES

between

CLARK COUNTY, NEVADA ON BEHALF OF
DEPARTMENT OF ENVIRONMENT AND SUSTAINABILITY

and

THE BOARD OF REGENTS, NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE DESERT
RESEARCH INSTITUTE

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 The Board of Regents, NSHE, on behalf of the Desert Research Institute (herein after referred to as AGENCY), a public agency, for Environmental Analysis Facility Services.

WITNESSETH:

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 \$25,430.60 including all travel, lodging, meals, equipment and miscellaneous expenses.

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, Yousaf Hameed, Principal Air Quality Specialist, 702-455-1664, 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, up to a firm fixed amount of \$25,430.60, 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.

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 Yousaf Hameed, Hameed@ClarkCountyNV.gov or by United States mail or commercial courier/parcel service addressed as follows:

Yousaf Hameed, Air Quality
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 December 31, 2022. 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 December 31, 2022.

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 Yousaf Hameed, Hameed@ClarkCountyNV.gov and must adhere to COUNTY procedures.

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: Yousaf Hameed, Air Quality
Clark County Department of Environment and Sustainability
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

TO DESERT RESEARCH INSTITUTE: Judy Chow, Research Professor
Desert Research Institute
2215 Raggio Parkway
Reno, NV 89512

ARTICLE X: EQUIPMENT

For equipment that may be purchased under this AGREEMENT, AGENCY will retain title this may not apply in all cases. 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: 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 XII: AIR QUALITY 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.

ARTICLE XIII: AGENCY REQUIREMENTS

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

ARTICLE XIV: 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 XV: AUTHORIZED REPRESENTATIVES

By signature below the parties certify; individuals listed in this document are representatives of the respective parties and are authorized to act in their respective areas for matters related to this agreement.

BoR, NSHE, obo Desert Research Insititute

COUNTY
CLARK COUNTY, NEVADA

By: *Diane Samuel*
DIANE SAMUEL,
Director of Sponsored Projects

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

Date: April 19, 2022

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

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

Date: May 31, 2022

SCOPE OF WORK

A. PROJECT TITLE: Environmental Analysis Facility Services

B. PROJECT OVERVIEW:

AGENCY shall assist Department of Environment and Sustainability in pursuing needed analysis in complying with EPA regulations (40 CFR 50, 53 and 58) and protecting the community. Receive, analyze, validate, and report of 98 samples for dual wavelength light transmittance and multi elements and 58 samples for Levoglucosan and three anions and cations.

C. PROJECT LOCATION(S):

COUNTY agrees that its employees and contractors will not perform any in-person work pursuant to this AGREEMENT on any property owned, operated, or leased by the Nevada System of Higher Education or AGENCY.

D. PROJECT TASKS:

- COUNTY shall prepare and ship the required number of exposed and unexposed filters to AGENCY.
- COUNTY shall be responsible for all filter related shipping expenses to AGENCY.
- AGENCY shall submit report in a word document and data in both CSV and Excel. Reference **Section F** for formatting instructions under description of deliverable.
- AGENCY shall provide updates via email every two weeks until the final report is provided.
- COUNTY shall send the samples chilled and AGENCY shall ensure the samples remain chilled.
- AGENCY shall return all non-destructed samples and ensure they remain chilled.
- COUNTY will be responsible for all return shipping expenses.

E. 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. Status Reports. AGENCY shall provide email updates on project progress, including samples analyzed to date and estimated time to completion, every two weeks until the final report is provided.
4. Filters Delivered to AGENCY. COUNTY shall provide AGENCY with chilled exposed and unexposed filters to begin analysis.
5. Filter Analysis Complete. AGENCY shall complete analysis of 98 samples for dual wavelength light transmittance and multi elements and 58 samples for Levoglucosan and three anions and cations.
6. Return of Non-destructed Samples. Upon completion of analysis, AGENCY shall return all non-destructed samples, ensuring they remain chilled.
7. Final Report and Data. AGENCY shall prepare and submit a final report in Microsoft Word format and include all data from analyses in CSV and Excel formats. At a minimum, this shall include Excel spreadsheets with the following:
 - Date the field sample was run, the site the sample was run at, and the result
 - Collocation must be identified and include percent difference of primary
 - Include a separate tab for each analyte
 - Include a master results tab with all results
 - All blank results (field/lab/trip) must be in a separate spreadsheet or tab
 - Include CSV text files for all data

Note: Pre-analysis filter list including run date, filter ID, site, and gravimetric concentration will be provided by COUNTY to AGENCY prior to AGENCY'S filter analysis/work.

G. DOCUMENT SUBMITTAL:

All deliverables must be submitted via email to: Yousaf Hameed, Hameed@ClarkCountyNV.gov unless otherwise specified in Section I, Project Schedule, Milestones and Deliverables.

Deliverables submitted electronically may not exceed 30MB file size.

Deliverables submitted via U.S. mail or commercial courier or parcel service shall be mailed to the following address:

Yousaf Hameed, Air Quality
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 Project Manager 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 CONSULTANT'S request and justification, COUNTY may grant AGENCY more time for corrections. Invoice payment will be withheld pending deliverable approval.

H. INVOICING SCHEDULE AND REQUIREMENTS:

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, Deliverable and/or Milestone Number being invoiced, Purchase Order Number, the Invoice Date, the Invoice Number, and the Payment Address.

Invoices shall be submitted via email to Yousaf Hameed, Project Manager or by United States mail or commercial courier/parcel service addressed as follows:

Yousaf Hameed, Air Quality
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

Date Due	Deliverable / Milestone #	Deliverable/Milestone Title	Not To Exceed Amount
Date of Award	M01	Project Award and Mobilization	N/A
15 Days After Award	M02	Project Kick-Off Meeting	N/A
Every 2 Weeks		Status Reports	N/A
Within 30 Days After Award	M03	Filters Delivered to AGENCY	N/A
Within 90 Days After Receipt	M04	Filter Analysis Complete	At cost, per table below
Within 60 Days After Filter Analysis Complete	D01	Analyzed Filters and non-destructed filters returned to COUNTY (maintained/chilled)	N/A
Within 120 Days After Receipt	D02	Final Report & Data	At cost, per table below
December 31, 2022	N/A	Project Close-Out	N/A
Time and Materials cost – NOT TO EXCEED AMOUNT			\$25,430.60
TOTAL NOT TO EXCEED AMOUNT:			\$25,430.60

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

Allowable costs/rates

	Unit Cost	Total	Amount
Filter Costs - PM Filters			
Receive samples in slides	\$ 2.76	98	\$ 270.48
			\$ -
Filter Testing Costs - PM Filters			\$ -
Dual wavelength Light Transmission (BC, BrC)	\$ 39.42	98	\$ 3,863.16
X-ray Fluorecence (Elements)	\$ 76.74	98	\$ 7,520.52
Ion Chormatography (Anions) Cl-, NO3- SO4=	\$ 71.38	58	\$ 4,140.04
Ion Chormatography (Cations) NH4+, Na+, K+	\$ 71.38	58	\$ 4,140.04
Ion Chormatography Levoglucosan	\$ 71.38	58	\$ 4,140.04
			\$ -
Data Processing, Validation and Reporting	\$ 13.84	98	\$ 1,356.32
TOTAL NOT-TO-EXCEED			\$ 25,430.60