

**BACK COUNTRY HORSEMEN OF NEVADA AGREEMENT FOR ALLOCATION
AND USE OF
MT. CHARLESTON LICENSE PLATE PROGRAM FUNDS**

This Agreement is made and entered into this 6th day of July, 2021, by and between the Back Country Horsemen of Nevada, Bristlecone Chapter, a 501(c)(4) non-profit corporation ("BCHN"), and the County of Clark, a political subdivision of the State of Nevada ("County"), and collectively ("Party or Parties").

R E C I T A L S

Whereas, pursuant to the authority granted by NRS 482.37935, the County with the advice of the Mt. Charleston Town Advisory Board is authorized to utilize license plate fees for programs that support the natural environment of the Mt. Charleston area by improving wildlife habitat, the ecosystem, the forest and public access to the area and its recreational uses with an appropriate person or governmental organization; and

Whereas, the BCHN assists government agencies in the maintenance and management of public lands; and

Whereas, the BCHN desires to receive funding in order to restore a segment of the North Loop Trail eroded by water runoff; and

Whereas, the BCHN desires to construct a wooden tread across a short stretch of slickrock to improve equestrian and pedestrian safety for USFS crews accessing wildfires; and

Whereas, the Parties desire to enter into an agreement for the purpose of providing restoration services in the Mt. Charleston area; and

Whereas, the County and BCHN wish to cooperate in efforts to encourage natural resource conservation;

NOW, THEREFORE, in consideration of the premises and terms contained herein, the parties agree as follows:

**AGREEMENT
THE COUNTY AGREES:**

1. To provide a portion of the funds generated by the Special License Plate fees as approved by the Board of County Commissioners ("BCC"). Such funds will be used in

accordance with the purposes contemplated in NRS 482.37935, and Attachment “A” attached hereto. The funds will be disbursed in accordance with the Disbursement Procedures in Attachment “B” attached hereto.

THE BCHN AGREES:

1. To utilize the Special License Plate fees for the beneficial use in the Mt. Charleston Area and as outlined in Attachment “A”.
2. To utilize funds made available under this Agreement only for the purposes identified in this Agreement, or in amendments to this Agreement made in writing and authorized by both parties.
3. To provide access to County personnel upon prior request, for the review of all accounting records of funds provided pursuant to this Agreement. Such access will be in addition to the Disbursement Procedures in Attachment B. Records shall be kept in the following manner:
 - a. BCHN shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents in proper detail to support the nature and propriety of all costs. At any time during normal business hours, BCHN's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.
 - b. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.
 - c. Expenditures will be reviewed for consistency with the approved budget and scope of services. Should the County determine that expenditures did not fall within identified purposes for which the money was granted, the County will give notice to the BCHN that the expenditure was not allowed and will request that the funds be reimbursed. BCHN shall pay all costs of the Program which exceed the total amount of the funds provided by the County under this Agreement.

- d. In the event that the County finds that the total amount of the funds allocated for the Program are not expended in the time and manner prescribed in this Agreement, the County reserves the right to utilize that portion for other projects and programs under the Mt. Charleston Special License Plate program.
- e. Upon the expiration or revocation of this Agreement, BCHN shall transfer to the County any remaining funds at the time of expiration or revocation, and any accounts receivable attributable to the use of the funds.

4. BCHN shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. BCHN's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Agreement. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to BCHN. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of BCHN.

5. To the extent permitted by law, BCHN shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Agreement.

BOTH PARTIES AGREE:

- 1. Any amendments to the Agreement must be in writing and signed by the Parties.
- 2. All grant funds to be disbursed will be at the sole discretion of the County. The Parties may periodically review and evaluate the programs covered by this Agreement.
- 3. Both the BCHN and County obligations under this Agreement are contingent and

conditioned upon sufficient funding from the Special License Plate fees outlined in NRS 482.37935. If sufficient fees are not received from the State Treasurer, neither BCHN nor the County has any continuing obligation under this Agreement once existing funds are expended or the contract is terminated.

4. The term of this Agreement is for a period not to exceed one (1) year from the date this Agreement is signed by both Parties. The Parties may, by written approval, extend this Agreement.

5. Should the BCHN desire to obtain additional funding under the Special License Plate program, BCHN shall submit a new allocation request for approval. Approval shall be determined by the BCC upon advice of the Mt. Charleston Town Advisory Board. Nothing in this agreement shall be construed as a guarantee of continuing funding beyond the approved yearly grant.

6. Nothing in this Agreement shall create or imply an employee/employer relationship between the Parties. Both parties shall be subject to the terms and conditions of employment of its respective entity.

7. Either Party may terminate this Agreement at any time without cause by providing sixty days written notice to the other. If this Agreement is terminated, the County may request a final accounting. All unused funds will be returned to the County.

8. Upon termination, remaining used or unused equipment purchased exclusively with funds provided under this Agreement shall, upon County's request, be returned to County.

The parties may contact or provide notices to the other regarding this agreement as follows:

Back Country Horsemen of Nevada,
Bristlecone Chapter
Attention: John Allen
12296 O'Hare Road
Las Vegas, NV 89116
jcabinboot@gmail.com

Clark County
Attention: April Turner
500 So. Grand Central Parkway, 6th fl.
Las Vegas, NV 89155

Each party may change the point of contact by providing written notice to the other.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereby have executed this Agreement the day and year first above written.

Approved this ____ day of _____, 20__.

BOARD OF COUNTY COMMISSIONERS
Clark County, Nevada

BACK COUNTRY HORSEMAN OF NEVADA

MARILYN KIRKPATRICK, Chair
Board of County Commissioners

John Allen, President
Back Country Horsemen of Nevada

ATTEST:

LYNN GOYA, County Clerk

Approved as to Form:

District Attorney
STEVEN B. WOLFSON



Deputy District Attorney

ATTACHMENT "A"

Pursuant to the 2021 Agreement for Allocation and Use of Mt. Charleston License Plate Funds, the parties agree as follows:

1. The County shall provide to BCHN for fiscal year 2021/2022 funds as authorized pursuant to NRS 482.37935 in the amounts and for the purposes set out herein:

(a) Fifty-Six Thousand Nine Hundred dollars (\$56,900.00) in accordance with Attachment B, to reconstruct eroded switchback sections of the North Loop Trail;

2. BCHN shall use the funds during the fiscal year 2021/2022 only for the purposes set forth herein.

ATTACHMENT “B”

MOUNT CHARLESTON LICENSE PLATE PROGRAM Disbursement Procedures

1. Quarterly reimbursements
 - a. Unless otherwise specified, grantee submits **reimbursement** request along with adequate supporting documentation, (including, but not limited to, invoices, receipt details outlining the basis for the expenditures) signed by the person/official responsible for approving the expenditures.
 - b. Reimbursement requests should be sent in October for the 1st quarter that covers July through September; in January for the 2nd quarter that covers October through December; in April for the 3rd quarter that covers January through March; and the final one that covers April through June should be submitted no later than the second Friday in July unless an extension has been formally requested.
 - c. Administrative Services staff submits reimbursement request to the County Comptroller for payment.

2. Quarterly progress reports
 - a. Grantee submits progress reports, verifying work is being completed through photo (or other satisfactory forms of) documentation submitted by project manager
 - b. Upon completion, the grantee will notify the project has been completed and submit final summary of the project including visual documentation in the form of photos (or other satisfactory forms of) documentation.
 - c. Grantee submits a report of total pay-out schedule and if applicable, return any remaining proceeds to the undesignated balance for distribution.
 - d. Grantee provides final report to the Mt. Charleston TAB and/or the County Commission for review at a regularly scheduled meeting.