

**SOUTHERN NEVADA CONSERVANCY 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 Southern Nevada Conservancy, a 501(c) non-profit corporation ("SNC") and the County of Clark, a political subdivision of the State of Nevada ("County") and collectively ("Party or Parties").

RECITALS

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 SNC desires to receive funding for the Go Mt. Charleston Trail Hosts Volunteer Program, which conducts educational outreach on keeping trails safe for the public while helping visitors develop a greater understanding of how to responsibly enjoy the most popular sites of the Spring Mountains National Recreation area; and

Whereas, the SNC desires to receive funding for the Green the Mountain Project to conduct public outreach on litter awareness as well as employing efforts to reduce the amount of litter left behind in the most popular sites of the Spring Mountains National Recreation area through the purchase and installation and management of well-marked trash and recycling receptacles; and

Whereas, the County and SNC 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 quarterly in accordance with the Disbursement Procedures in Attachment "B" attached hereto.

THE SNC AGREES:

1. To utilize the Special License Plate fees for the beneficial use in the Mt. Charleston Area and as outlined in Exhibit "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 signed 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. SNC 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, SNC'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 SNC that the expenditure was not allowed and will request that the funds be reimbursed. SNC 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, SNC 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. SNC 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, SNC 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 SNC 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 SNC 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 SNC desire to obtain additional funding under the Special License Plate program, SNC 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:

Southern Nevada Conservancy
Attention: Jim Stanger
6755 W. Charleston Blvd., Ste. #D
Las Vegas, NV 89146
jstanger@snconservancy.org

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

SOUTHERN NEVADA CONSERVANCY

MARILYN KIRKPATRICK, Chair
Board of County Commissioners

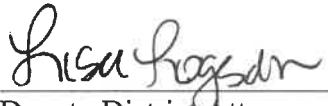
JOSIE WITT, Executive Director
Southern Nevada Conservancy

ATTEST:

LYNN GOYA, County Clerk

Approved as to Form:

District Attorney
STEVEN B. WOLFSON



Deputy District Attorney

EXHIBIT "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 SNC for fiscal year 2021/2022 funds as authorized pursuant to NRS 482.37935 in the amounts and for the purposes set out herein:
 - (a) Forty-Five Thousand dollars (\$45,000.00) in accordance with Attachment B, to conduct educational outreach on litter awareness under the Go Mt. Charleston Volunteer Trail Host Program, purchase and install trash and recycling receptacles.
2. SNC 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. Administrative Services staff submits reimbursement request to 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, returns 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 as at a regularly scheduled meeting and prior to submission of an application for additional funding.