

INTERLOCAL AGREEMENT
FOR BOULDER CITY CONSERVATION EASEMENT LAW ENFORCEMENT

between

CLARK COUNTY, NEVADA
DEPARTMENT OF AIR QUALITY
DESERT CONSERVATION PROGRAM

and

CITY OF BOULDER CITY

FUNDING SOURCE –SECTION 10

This Interlocal Agreement (herein after referred to as AGREEMENT) is entered into on this ____ day of ____ 2021, by and between CLARK COUNTY, administered by the Department of Air Quality, (herein after referred to as COUNTY), a political subdivision of the State of Nevada, and CITY of BOULDER CITY (herein after referred to as AGENCY), a public agency, for BOULDER CITY CONSERVATION EASEMENT LAW ENFORCEMENT.

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 February 1, 2001 accessible on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

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 for the not-to-exceed amount of \$109,624.88 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:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

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, Sara Carrizal, Project Coordinator, 702-455-2722, or the Director of the Department of Air Quality'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 retain AGENCY for the period from date of award through November 1, 2022. COUNTY agrees to pay AGENCY for services provided as outlined in Exhibit A, Scope of Work.

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 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) calendar days to correct the invoice and resubmit.

Invoices shall be submitted via email to dcg@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 Air Quality
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

AGENCY shall submit an invoice within sixty (60) calendar 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) calendar days after receipt of an acceptable invoice including required documentation. Upon request by COUNTY, AGENCY shall provide justification of expenses within thirty (30) calendar 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) calendar 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 November 1, 2022.

If the AGENCY's performance of work is delayed or if the AGENCY's sequence of tasks is changed, the 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 the 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 November 1, 2022.

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 ninety (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:

<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>

Requests are subject to approval by COUNTY. If approved, 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 (collectively referred to as correspondence), required or permitted pursuant to this AGREEMENT shall be made in writing. When sent to AGENCY's address described below, correspondence is deemed received immediately if emailed, or within three business days if deposited in the United States mail, first class postage, or commercial carrier.

TO COUNTY: Sara Carrizal, Desert Conservation Program
Clark County Department of Air Quality
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118
Sara.Carrizal@clarkcountynv.gov

TO AGENCY: Paul Sikora
Boulder City Police Department
401 California Ave
Boulder City, NV 89005
PSikora@bcnv.org

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:
<http://www.clarkcountynv.gov/airquality/dcp/pages/projecthandbook.aspx>.

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 XI: DESERT CONSERVATION PROGRAM ACKNOWLEDGEMENT

COUNTY requires acknowledgement of its support of your activities. 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 # 2017-BC-1710A, to further implement or develop the Clark County Multiple Species Habitat Conservation Plan."

ARTICLE XI: GOVERNING LAW/VENUE OF ACTION

This AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

ARTICLE XIV: 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.

CITY OF BOULDER CITY

E-SIGNED by Kiernan McManus
on 2021-09-29 23:46:15 GMT

By: _____
KIERNAN MCMANUS
Mayor

Date: September 29, 2021

ATTEST:

E-SIGNED by Tami McKay
on 2021-09-29 23:47:28 GMT

By: _____
TAMI MCKAY
City Clerk

Date: September 29, 2021

APPROVED AS TO FORM:
City of Boulder City

E-SIGNED by Brittany Walker
on 2021-09-16 18:08:11 GMT

By: _____
BRITTANY LEE WALKER
City Attorney

Date: September 16, 2021

COUNTY
CLARK COUNTY, NEVADA

By: _____
MARILYN KIRKPATRICK, CHAIR
Board of County Commissioners

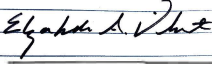
Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: 
CATHERINE JORGENSON
Deputy District Attorney

Date: Oct 14, 2021

EXHIBIT A
SCOPE OF WORK
BOULDER CITY

A. PROJECT TITLE: Boulder City Conservation Easement Law Enforcement

B. PROJECT NUMBER:

C. PROJECT OVERVIEW:

Clark County purchased the Boulder City Conservation Easement (BCCE) in July 1995 from the City of Boulder City as partial mitigation for activities conducted under the Multiple Species Habitat Conservation Plan (MSHCP), of which both COUNTY and AGENCY are Permittees. COUNTY is required to provide peace officer patrol of the BCCE on a regular basis to enforce applicable ordinances, resolutions, orders, regulations, and prohibited uses.

Per this AGREEMENT, AGENCY shall conduct law enforcement activities in the BCCE and enforce the provisions of the BCCE and Boulder City Ordinances. Per this AGREEMENT, AGENCY's primary responsibility is the enforcement of laws and ordinances of the City and any other laws of the State of Nevada, as applicable to the BCCE. To the extent that AGENCY becomes aware of a violation of any other ordinance or law, AGENCY will act on or report the violation to the appropriate law enforcement agency, and will cooperate with other appropriate law enforcement personnel. AGENCY will coordinate its law enforcement with the law enforcement branches of the U.S. Fish and Wildlife Service, the Bureau of Land Management, and the National Park Service, as appropriate.

D. PROJECT LOCATION(S):

The BCCE is comprised of 86,423 acres of real property that lies southeast of Las Vegas, Nevada along US-95 in the Eldorado Valley between the McCullough Range and Eldorado Mountains.

E. PROJECT GOALS AND OBJECTIVES:

The project goals are to:

1. Prevent any activity or use of the property that is inconsistent with the purpose of the BCCE agreement document. A copy of the BCCE agreement can be accessed via this link: <https://bit.ly/3yk4jKK>
2. Deter illegal activities, which may degrade sensitive habitat in the BCCE.
3. Deter the incidence of vandalism to resources and structures such as signs and fences within the BCCE.
4. Deter the incidence of prohibited uses that occur within the BCCE.
5. Assist in increasing the effectiveness of conservation actions within the BCCE.

The work conducted in this AGREEMENT will address elements in the Clark County MSHCP as outlined in Appendix 5.

F. PROJECT METHODS:

- **Deliverable and Milestones Tasks:** The AGENCY shall complete all defined deliverables and milestones as described in Section I of this Scope of Work.
- **Time and Materials Tasks:** Routine maintenance, major repairs and fuel shall not exceed \$5,000.00 for the term of the agreement. AGENCY shall submit copies of all receipts, bills, statements, and or invoices pertaining to reimbursable expenses such as vehicle maintenance and fuel. For all other vehicles repairs, AGENCY shall submit a request for approval before conducting repairs; the request shall include a detailed description of the incident, date, time, and GPS coordinates for where the damage occurred. The COUNTY will conduct a review of the incident and determine whether payment for repairs is consistent with the terms of this Interlocal agreement. Repairs will not be paid for by COUNTY when it is determined that the damage was incurred as a result of irresponsible driving or if the damage was incurred while conducting work off the BCCE.
- AGENCY shall invoice based on actual patrols preformed and adhere to the maximum monthly patrols as outlined below.
- For this agreement, the starting patrol rate will be \$742.68.

Year Date		#of Patrols
2021	November	12
2021	December	10
2022	January	10
2022	February	10
2022	March	12
2022	April	12
2022	May	12
2022	June	12
2022	July	10
2022	August	10
2022	September	12
2022	October	12

1. AGENCY shall:

- a. Provide a minimum of one Nevada Peace Officer's Standards Training (P.O.S.T) certified category I law enforcement officer, or equivalent, to patrol the BCCE. Multiple officers may be used to achieve the patrol hours required as listed in Appendix 2, however COUNTY shall only pay per the "amount allowed" fees listed in Appendix 1, Milestone/Deliverable/Invoicing Schedule Table. The officer(s) shall be fully trained, capable of driving in a desert environment, and be familiar with desert safety.
- b. If the AGENCY elects to fill this position with part time officer, and upon COUNTY approval, the daily patrol shall be adjusted.
- c. Daily patrol rates will be adjusted annually up to 3 percent based on salary rate increases negotiated for the Boulder City law enforcement contract. Boulder City shall furnish appropriate documentation of annual salary rate increases.
- d. Ensure that an adequate number of qualified law enforcement officers are fully trained and prepared to provide the services outlined in this AGREEMENT, at all times.
- e. Provide the officer(s) with an appropriate uniform identifying the officer(s) as a member of the Boulder City Police Department and service equipment to perform their patrol duties.
- f. Provide a high clearance patrol vehicle that is capable of travelling in the BCCE to perform the work associated with this AGREEMENT. The vehicle shall be clearly identified as a Boulder City Police Department vehicle. The vehicle shall be GPS enabled (with a *Trackstick Pro + GPS Logger* or compatible) with time and location tracking capabilities and the ability to download the information for submittal to COUNTY. The GPS data from the vehicle will be used by COUNTY to track the amount of time spent patrolling the BCCE and to verify the location of patrols. GPS data from the patrol vehicle must be available and auditable at all times (see Appendix 6 for GPS data requirements). In the event that the GPS is inoperable, COUNTY will accept a sworn statement by the patrolling officer(s) as verification of hours patrolled.
- g. Appoint an AGENCY Project Manager.
- h. Ensure that AGENCY personnel assigned to this project cooperate with other appropriate law enforcement personnel and coordinate law enforcement with the law enforcement branches of the U.S. Fish and Wildlife Service, Nevada Division of Wildlife, the U.S. Bureau of Land Management, and the U.S. National Park Service, as appropriate.
- i. Ensure that any new AGENCY personnel assigned to this project attend informal training on site provided by COUNTY. As part of this training and oversight, COUNTY Project Manager or designee, may ride-along with any law enforcement officer(s) patrolling the BCCE. Any newly assigned law enforcement officer that patrols the easement as part of this project must also attend a ride-along in order to familiarize themselves with the easement prior to patrolling. The time required for a ride-along is included in the minimum 30 hours of law enforcement per week.

2. AGENCY shall employ the following methods:

- Officer(s) shall enforce the provisions of the conservation easement agreement and any applicable laws or ordinances, per standard law enforcement officer protocol.
- Officer(s) shall maintain daily patrol records to include the start and end time of the patrol, if the vehicle was fueled, number of miles driven, number of public contacts, number of citations issued, number of warnings issued, and specific issues of concern or problems noted in the BCCE. COUNTY will provide an electronic data sheet to AGENCY Project Manager upon AGREEMENT award. The data sheet shall be used to maintain daily patrol information (see Appendix 4).
- COUNTY shall have the option to transition to a web-based platform for the patrol data. The data sheet shall be used in instances where the web-based platform is unavailable.
- Officer(s) shall patrol the roads in the BCCE in accordance with days, routes, and times listed in Appendix 2. The route requirements listed in Appendix 2 are intended to be used as a guideline to ensure appropriate coverage across the BCCE; however, officer(s) do have the discretion to employ alternate route schedules based on current issues and incidents that occur on the BCCE. Officer(s) shall turn on the GPS tracking unit in the vehicle when patrolling begins and turn off the unit when patrolling ends. Patrolling time begins when the officer arrives at the BCCE and patrolling time ends when the law enforcement officer leaves the easement. Time spent handling or assisting other law enforcement officers with criminal matters other than those specified in the BCCE agreement and Boulder City ordinances is not considered BCCE patrol time. Time spent monitoring Boulder City approved special events on or off the easement is not considered BCCE patrol time unless it has been approved in writing by COUNTY, in advance of the event. Officer(s) shall attend meetings, training and make court appearances, as necessary, and only as related to activity on the easement, and to meet other legal requirements/duties/obligations, and/or AGENCY training requirements. Attendance at such events shall be reflected in the Weekly Submittal of Daily Patrol Reports.
- Officer(s) shall make contact with as many individuals in the BCCE as possible and provide them with information on designated roads, approved/unapproved uses and activities, and answer questions.
- Officer(s) shall advise individuals in the BCCE, and others contacted in the vicinity of the easement, about surrounding areas for legal, approved uses and activities.
- Patrol times are expected to be arranged to coincide with peak activity times, such as early morning, late afternoon, and weekends (see Appendix 2). Unless approved in advance in writing (to include electronic mail) by COUNTY, patrols shall not be regularly scheduled between 9 PM and 5 AM. Any patrols initiated outside of the approved patrol times listed in Appendix 2 shall be discussed with the COUNTY prior to patrols being performed as part of this AGREEMENT.
- Two fully trained officers must be prepared to provide the services outlined in this AGREEMENT, in the event one of the officers is unavailable for any reason.
- Officer(s) may be requested to patrol designated locations at specific times and days, based on occurrences on the BCCE. Officer(s) shall include the patrol hours for these requests in their weekly patrol report. COUNTY shall provide the AGENCY supervisor with a bi-weekly report to identify route concerns, area disturbances, and staffing concerns.
- Officer(s) may be required to utilize other Boulder City Police Department's vehicles due to maintenance down-time, etc. of the primary issued vehicle.

G. STAFFING:

AGENCY shall provide COUNTY with the names of law enforcement officers prepared and trained to patrol the easement and shall inform COUNTY in writing of any changes in staffing. AGENCY agrees to maintain a minimum of two fully qualified and trained law enforcement officers to meet the requirements outlined in this AGREEMENT.

AGENCY shall backfill the primary designated law enforcement officer with a fully qualified, trained and equipped law enforcement officer to meet the requirements of this AGREEMENT when the primary officer is absent for more than eight consecutive days. In such a case the replacement officer will begin their assignment no later than the ninth day. AGENCY may elect to provide a backfill officer for less time if the AGENCY has adequate qualified staffing and/or a special situation arises that requires an immediate backfill for any time the primary law enforcement officer is absent. During the period of absence without backfill, the AGENCY will respond to all reports of incidents requiring a law enforcement presence in the BCCE with law enforcement officers trained and equipped to adequately handle the incident. In such a case this time will not be considered "Patrol time" under this AGREEMENT and therefore shall not be invoiced.

AGENCY shall reserve the right to suspend staffing as agreed to under this AGREEMENT if there exists an unanticipated emergency or significant staffing shortage that would compromise the AGENCY'S ability to meet its primary obligations as a law enforcement agency. If such an unlikely circumstance arises the AGENCY shall notify the COUNTY with the complete details of the circumstances and the projected suspension duration.

AGENCY agrees that "training" included as reimbursable time shall be limited to training courses, and proficiency examinations required to maintain state POST Category I Peace Officer certifications and related requirements as well as those required by the City and/or AGENCY for all employees employed as Police Officers as well as those required by the COUNTY relative to working in the BCCE.

H. PERMITS & REQUIREMENTS:

No permit are required under this AGREEMENT.

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. 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.

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. Nevada P.O.S.T. Certification. Proof of current Nevada P.O.S.T. CAT I certification must be submitted to COUNTY when requested or when there is a change in officer assigned to the easement.
4. Daily Patrol Report. Daily reports shall be submitted via email on a weekly basis until COUNTY makes available a web based reporting application at which time reporting shall be on a daily basis.
5. Vehicle GPS/GIS Data Report. GPS data from the patrol vehicle shall be submitted electronically to COUNTY on Tuesday of each week.
6. Biennium Progress Summary Report and Final Biennium Progress Summary Report. This report shall be submitted on June 30th of each odd-numbered year and/or at the end of the project. The report format is provided on the following website: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Biennium Summary Format." A .pdf version of this report is not required.

COUNTY reserves the right to edit these reports for grammar and accuracy for publication in the Biennium Progress Report.

7. 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: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> document title "DCP Final Project Review Summary Format".
8. Additional Patrols, if Requested. AGENCY shall provide up to four additional patrol days to be used over the term of the Contract if agreed upon by COUNTY.

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: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx> 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. 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 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: <http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>

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 Air Quality
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	Amount Allowed
November 8, 2021	M01	Contract Award and Mobilization	NO FEE ALLOWED
November 10, 2021	M02	Project Kickoff	\$0.00
June 11, 2022	D01	Final Biennium Progress Summary Report	\$0.00
October 31, 2022	D02	Final Project Review Summary Form & Project Claim Release	\$0.00
November 1, 2022	N/A	Project Ends*	NO FEE ALLOWED
Additional patrol days to be used over the term of the Contract if agreed upon by COUNTY and per the rate specified in Section F			\$3,056.00
Patrol days will be billed on a daily basis per the rate specified in Section F– NOT TO EXCEED AMOUNT			\$101,568.88
Vehicle maintenance, fuel and major repair cost – NOT TO EXCEED AMOUNT			\$5,000.00
GRAND TOTAL NOT TO EXCEED AMOUNT:			\$109,624.88

Appendix 2
Annual Patrol Plan
Boulder City Conservation Easement Law Enforcement

OVERVIEW

The Boulder City Conservation Easement (BCCE) is a desert and desert hills area of about 140 sq. miles lying due south of Boulder City and on both the east and west sides of US 95 Highway. The elevations range from a low of 1,725 feet at the edge of the Eldorado Dry Lake Bed and up to 3,100 feet in the foothills of the Nelson Hills. There are two paved highways bisecting parts of the easement; US 95 from mile post (mp) 53 to mp 35.5 and State Route (SR) 165 from mp "O" to mp 4 .7. There are about 95 miles of "Designated Route" un-paved gravel roads.

East of US 95

The section of the BCCE that is east of US 95 gets the most use, and approximately 2/3 of patrol time should be spent observing or patrolling in this area. The new I-11 freeway has restricted access to the BCCE from Boulder City. Buchanan Avenue is the only way to access the area from the north. Also, new kiosks at major entry points are helping educate the public on the acceptable usage of the easement.

West of US 95

The section of the BCCE west of US 95 is generally heavily populated by the cholla cacti. There is limited access to the western section due to the solar projects in and around the easement. The amount of attempted illegal use by the public has been lower in the past. About 1/3 of the time should be used to observe and patrol the BCCE area west of US 95.

OBSERVATION POINTS

About 90% of the BCCE area can be observed with binoculars from two elevated vantage points. A power tower hill at mp 3.7/SR 165 can be used for observing the area directly south of the original Boulder City Town site. A water-diversion levee at the intersection of the Keyhole Canyon Road/US 95 can be used to observe the area generally lying to the west of US 95 and south of the power substations and power plants. During the patrol day, considerable time can be spent on the power tower hill at mp 3 .7/SR 165 watching for movement, sun glint, color and dust from moving vehicles, in order to observe BCCE users and then attempt to make contact with them.

The remaining areas not seen from those two points are monitored by patrol routes on the appropriate roads.

Appendix 2
Annual Patrol Plan
Boulder City Conservation Easement Law Enforcement

PATROL ROUTES

"C": East Powerline road from mp 3.7/SR 165 south to the former S.N.O.R.E. race pit area. It continues at the north border east of US95 and goes south to the border of the BCCE.

"D": East Powerline road graded gravel from mp 3.7/SR 165 north to the north boundary line.

"E": Las Vegas/Nelson gravel road from mp 52/US 95 southeast to mp 3.7/SR 165.

"F": Yucca Camp two-track from Las Vegas/Nelson about 1 mile east of US 95 eastward to east boundary line.

"G": In NE section two-track road from mp 1.7/SR 165 northeast to the south side of the Mead Substation at Boulder City. In SE section from north border to intersection with Route S.

"H": Mistletoe Canyon two-track road from Route F south to the southern boundary of the BCCE.

"I": West Powerline Road graded road southwest from the border in the NE section to the southern border in the SW section.

"J": In the NE section close to the NW corner running NE from US95 to the north border.

"K": Gas line road graded south from the Eldorado Dry Lake Bed at the north border to the south border in the SW section.

"L": Powerline road graded gravel in the SW section south from the north border to the south border.

"M": In the NE section at the intersection with Route F, east to the border with Lake Mead National Recreation Area.

"N": In the NE section at the intersection with Route F, east to the border with Lake Mead National Recreation Area.

"O": In the NE section East from US95 to the intersection with Route G. The route goes around "Bump".

"P": In the SW section south from the north border to the intersection with Eldorado Valley Dr.

"R": Power Line ROW road in the SW section used by hunters to get to the guzzler west of the BCCE.

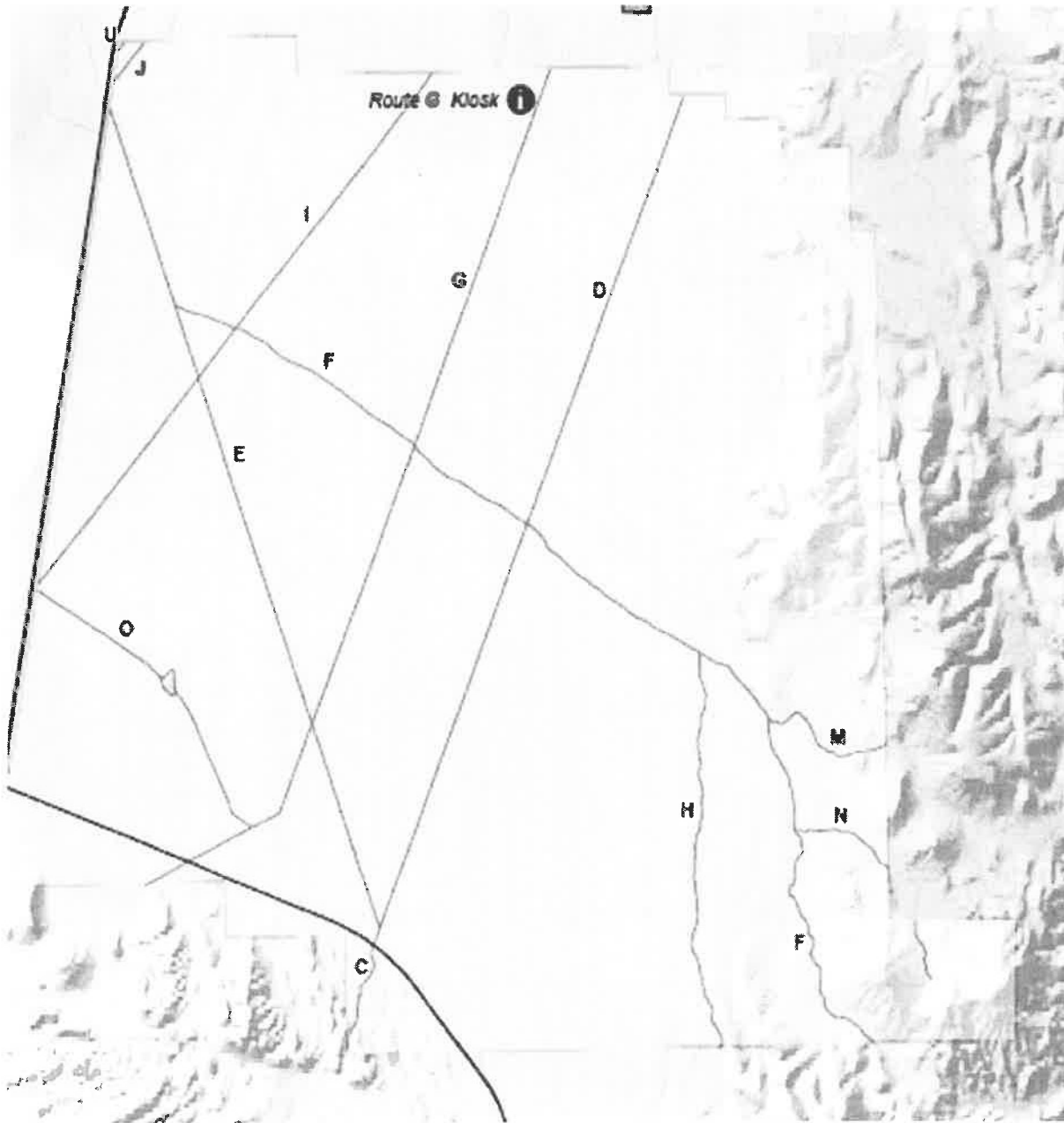
"S": In the SE section east from US95 to the border with BLM land. The road has multiple 'S' curves.

"T": In the SE section east from US95 to the border with BLM land.

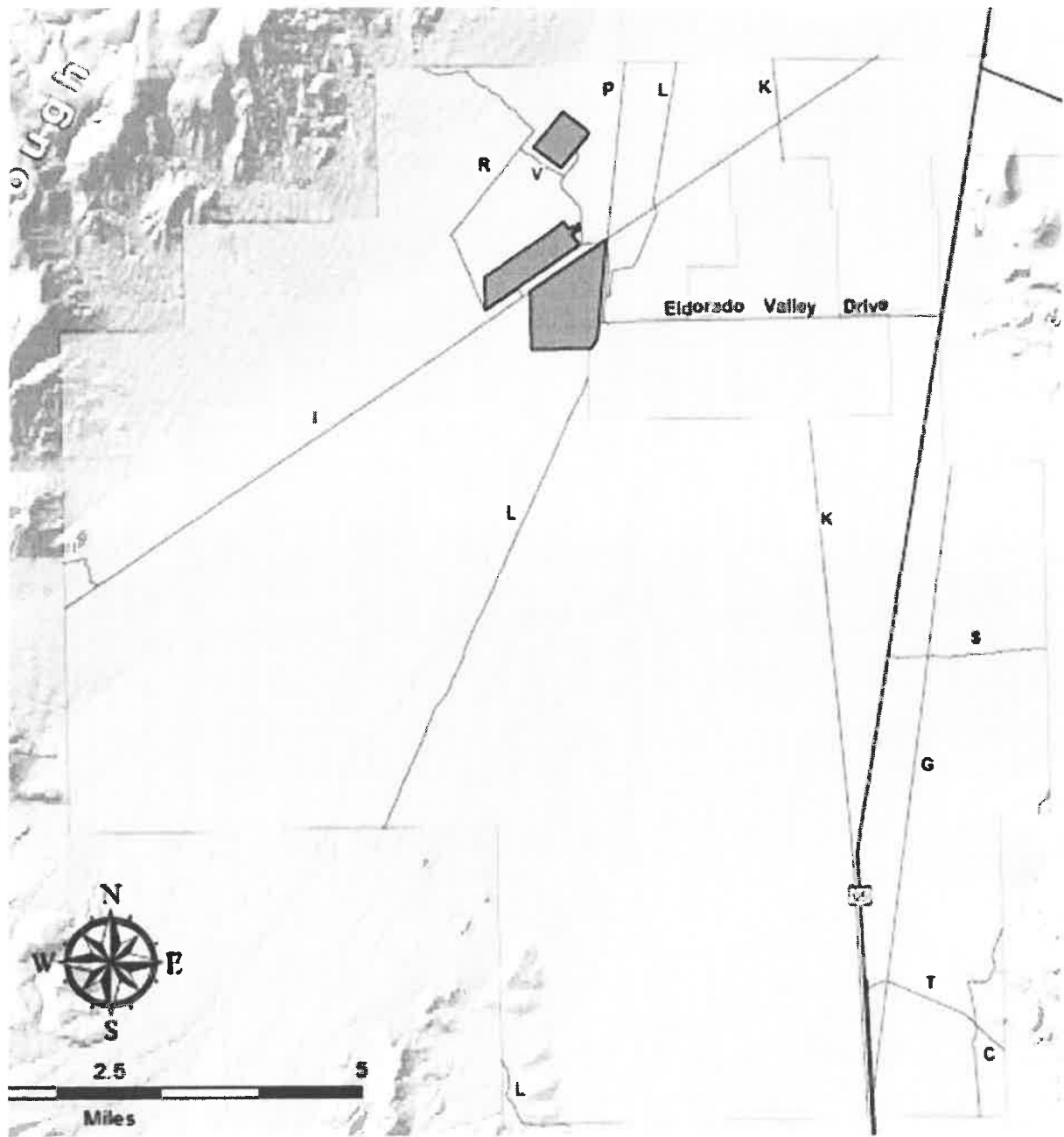
"U": In the NE section close to the NW corner running NE from US95 to the north border. This is a ROW road.

"V": A new route in the SW section running west from Eldorado Valley Dr. to Route R.

Appendix 2
Annual Patrol Plan
Boulder City Conservation Easement Law Enforcement Routes



Appendix 2
Annual Patrol Plan
Boulder City Conservation Easement Law Enforcement Routes



Appendix 2
Annual Patrol Plan
Boulder City Conservation Easement Law Enforcement

Route Requirements*
ROUTES*

Day	1 X Day	2 X Week	1 X Week	1 X Month
Monday – Sunday	C,D & L	E,F,G,K & O	I,S & T	H,M,N,P,R,U & V

PATROL TIMES*

Day	Earliest Start Time	Latest End Time
Monday - Sunday	5:00 am	9:00 pm

* Unless otherwise requested to patrol different routes and times as indicated in Section F. 2. h

Appendix 3
Sample Reports
Boulder City Conservation Easement Law Enforcement

Agency/Organization: Boulder City Police Department
Project Name: BCCE Law Enforcement
Project Number: 2017-BC-1710A
Reporting Period: Month, 2017
Project Contact Name and Information: Commander Brent Speyer, 702-293-9224

OFF ROAD Issues & Comments: Describe the frequency, days of the week, time of day and approximate location on the BCCE of off road violations. Detail any incidents that resulted in a warning or citation. Make suggestions on measures that might lessen these violations.

RACE CLUB Issues & Comments: Describe violations (flagging, road plowing, etc.) that occur in preparing for a race or during sanctioned events on the BCCE.

DUMPING & VANDALIZISM Issues & Comments: Describe the location and type of dumping or vandalism that occurred on the BCCE this month.

DESERT TORTOISE Activities: Describe any sightings of Desert Tortoises on the BCCE. Give the location of the observation. (If a Desert Tortoise has been killed notify the Project Manager for this contract immediately).

RIGHT-OF-WAY GRANTEES Activities: Identify the organization (power company, etc.) doing work on the BCCE. Describe the work being performed and the location on the BCCE.

WASTEWATER TREATMENT PLANT Runoff: If any surface water from the Wastewater Treatment Plant reaches the easement, give the date and time of the occurrence, and location of the surface water.

OTHER Issues & Comments: Describe any illegal activities on the BCCE not already mentioned above. Make suggestion on methods to improve the protection of the BCCE.

STATISTICS for the Month

Hours per Month patrolled: _____
Total Miles Driven: _____
Number of Contacts with Public: _____
Number of Warnings Issued: _____
Number of Citations Issued: _____
Number of Brochures & Maps Given: _____

Appendix 4
Daily Patrol Report
Boulder City Conservation Easement Law Enforcement

Daily Patrol Report: 05/25/2021	
Vehicle Fueled	
PATROL 1	
Officer	
Start Time	
End Time	
Miles Driven	
Routes	
Contacts:	
Materials Given	
Warnings Given	
Citations Given:	
Trash/Dumpsites	
Areas of Concerns/Issues	
PATROL 2	
Officer	
Start Time	
End Time	
Miles Driven	
Routes	
Contacts:	
Materials Given	
Warnings Given	
Citations Given:	
Trash/Dumpsites	
Areas of Concerns/Issues	

Total Miles	0
Total Patrols	0
Total Materials	0
Total Warnings	0
Total Citations	0
Trash/Dumpsites	0
Total Contacts	0

Appendix 5 MSHCP Elements

Additional goals for the completion of work in this project include addressing the following MSHCP elements. Items below refer to MSHCP-specific conservation actions, locations, species and ecosystems referenced in the MSHCP documents, found on the following website:

<http://www.clarkcountynv.gov/airquality/dcp/Pages/default.aspx>

Completion of project # 2017-BC-1710A will address MSHCP conservation action number MSHCP (19) – MSHCP Section 10 Permit condition letter P which states:

“Boulder City Conservation Easement. The Permittees shall ensure that any future development or use of the 86,500-acre conservation easement be consistent with the goals outlined in the DCP which are to protect and manage the desert tortoise and its habitat. Furthermore, the Permittees shall take measures necessary to ensure maintenance in perpetuity, of connectivity for desert tortoise and other Covered Species, within the Boulder City Conservation Easement, including an adequate North-South corridor for the desert tortoise, as determined through the AMP.”

Completion of the law enforcement activities in this project will also address MSHCP Ecosystems (Mojave Desert Scrub and Salt Desert Scrub) and MSHCP Species (desert tortoise, glossy snake, banded gecko, sidewinder, speckled rattlesnake, Mojave green rattlesnake, Great Basin collared lizard, desert iguana, large-spotted leopard lizard, California (common) king snake, western leaf-nosed snake, western long-nosed snake, and Sonoran lyre snake) by addressing MSHCP threats numbers (201, 401, 403, 404, 406, 411, 501, 503, 1001, 1202, 1602, 1701, 1702, and 1703).

Appendix 6
GPS Data Requirements

- "Trackstick Pro + GPS Logger" or compatible
- Storage: 16Mb of flash memory records months of travel histories
- Connection: USB 2.0
- Power: Runs on 5 to 24 volts DC with less than 6mA during normal operation
- Accessories: Cigarette lighter plug, detachable cradle
- Receiving signal: L1 (1575.42MHZ) C/A Code
- Positioning: SPS autonomous
- Hot start: 9 seconds (max)
- Warm start: 37 seconds (max)
- Cold start: 52 seconds (max)
- Horizontal accuracy: 2.5 meters
- Requires Windows (32 or 64-bit) 7, XP, or Vista compatible computer with USB1.1/2.0 port