CLARK COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM

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<td>Patricia D. Marchese, Director, Parks and Community Services</td>
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**Recommendation:**

That the Board of County Commissioners approve and authorize the County Manager to sign a contract between Clark County and the University of Nevada, Las Vegas, for the purpose of providing provide biological, environmental, and scientific services for the Clark County Wetlands Park.

**FISCAL IMPACT:**

Clark County will reimburse the University of Nevada, Las Vegas, over a five-year period, in an amount not to exceed $500,000 from Wetlands Park Account 411-7210-PK05411-P480.

**BACKGROUND:**

Development of Clark County Wetlands Park requires biological, environmental, and other scientific services to meet requirements of Federal and State permits and environmental impact statements. Cultural resource investigations; endangered species surveys; water quality monitoring; monitoring of vectors, such as mosquitoes; and microbiological investigations are all required Wetlands Park activities.

This interlocal contract with the University of Nevada, Las Vegas' (UNLV's) Harry Reid Center for Environmental Studies will help meet the requirements listed above, as well as the educational goals for both the park and the university. Utilizing university students in data gathering has been approved by regulatory authorities and is recognized as an effective educational opportunity. Over the last six years staff has established an excellent partnership with many of UNLV's environmental programs. The Wetlands Park is becoming part of UNLV's educational curriculum, included in class projects, senior theses, and has been the subject of two Master's Theses.

In accordance with NRS 277.180, the parties are authorized to enter into an agreement to perform governmental services and activities.

This agreement has been amended and approved by the Clark County District Attorneys Office.

Respectfully submitted,

PATRICIA D. MARCHESE
Director, Parks and Community Services

Cleared for Agenda

2/5/05
INTERLOCAL CONTRACT FOR THE SERVICES OF THE
HARRY REID CENTER FOR ENVIRONMENTAL STUDIES

Barrick Museum of Natural History
University of Nevada – Las Vegas

This contract ("CONTRACT") is made and entered into between the Board of Regents of the University and Community College System of Nevada, acting on behalf of the University of Nevada – Las Vegas and the Harry Reid Center for Environmental Studies (hereinafter called "CENTER"), and Clark County, Nevada, a political subdivision of the State of Nevada (hereinafter called "COUNTY").

PREAMBLE

WHEREAS, the COUNTY requires certain biological, environmental, and other scientific analysis services in support of its Wetlands Park projects; and

WHEREAS, the CENTER represents that it is duly qualified and able to render the services hereinafter described;

WHEREAS, pursuant to Nevada Revised Statutes 277.180, the parties are authorized to enter into interlocal contracts to perform governmental services and activities.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. The CENTER agrees to undertake and perform each of the activities and purposes for which the funds described in this Contract are being allocated, within Exhibit A (Scope of Work) and within the limit of available funding.

2. This contract shall be effective from the date this agreement is signed for an initial term of three (3) years. At COUNTY discretion, renewable for two (2) additional one-year periods thereafter.

3. The parties agree that the timing and coordination of services to be performed are as follows:

   A. Tasks will be developed by the COUNTY on an as-needed basis; the CENTER will prepare a Statement of Work and a Budget that will be negotiated between the COUNTY and the CENTER for each assignment.

4. This contract shall be construed and interpreted according to the laws of the State of Nevada.

5. The COUNTY and CENTER shall each be responsible for their own employment benefits for their agents, officers, and employees.

6. The CENTER shall neither assign, transfer, nor delegate any rights, obligations or duties under this agreement without the prior written consent of the COUNTY.

7. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

8. Written notices required under this contract shall be sent certified mail, return receipt requested to:

   Jeff Harris, Planning and Fiscal Services Manager
   Clark County Parks
   & Community Services
   2801 East Sunset Road
   Las Vegas, Nevada 89120
   (702) 455-8113

   The Center
   Ms. Patricia Baldwin, CRA
   Director of Finance
   Harry Reid Center for Environmental Studies
   Museum of Natural History
   University of Nevada – Las Vegas
   4505 South Maryland Parkway
   Las Vegas, Nevada 89154
   (702) 895-3382
9. The CENTER agrees to provide the services set forth in Scope of Work and the COUNTY agrees to pay the CENTER for the performance of services described in the Scope of Work, not to exceed $300,000 for the first term, and not to exceed $100,000 for each term thereafter. The cost includes all expenses incurred by the CENTER as outlined in the Scope of Work. The method of payment will be mutually agreed to by both parties, subject to the limitation of expenditure hereof.

A. All payments shall be due within thirty (30) calendar days after receipt of the invoice.

10. Invoices shall be submitted to Jeff Harris, Clark county Department of Parks & Community Services, 2601 East Sunset Road, Las Vegas, Nevada 89120.

11. The COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed, subject to current unencumbered budgeted appropriation for the project. If such changes cause an increase or decrease in HRC’s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT will be made, and this Contract shall be modified in writing accordingly.

12. Subject to the exceptions contained in this Contract, including the Recitals hereto, this instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed herein and supersedes any other CONTRACT, contracts of understandings between the parties with respect thereto. Any oral representation or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

13. This CONTRACT may be executed in any number of duplicate originals. A complete of this CONTRACT shall be maintained in the official records of each of the parties hereto.

14. If any action at law or equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of the CONTRACT, all parties to the action shall bear their own attorneys' fees and costs. Attorneys' fees and costs recoverable against the United States, however, shall be governed by applicable federal law.

15. Either party upon thirty (30) days written notice to the other may terminate this agreement. Any outstanding services shall be paid at a prorated rate for work completed.

This CONTRACT has been made and entered into, and shall become effective on the date of its execution by the last of the parties to execute this contract, as said date appears below.¹

BOARD OF REGENTS OF THE UNIVERSITY
AND COMMUNITY COLLEGE SYSTEM OF NEVADA

Acting on behalf of (University of Nevada - Las Vegas and Harry Reid Center for Environmental Studies)

By: 

WILLIAM E. SCHULZE
Director, Office of Sponsored Programs
Date: 3/3/05

CLARK COUNTY, NEVADA

By: 

THOM REILLY
County Manager
Date: 2/15/05

BOARD OF REGENTS
UNIVERSITY AND COMMUNITY
SYSTEM OF NEVADA, ON BEHALF
OF THE UNIVERSITY OF NEVADA, Las Vegas

By: 

Dr. Trudy Harson
Assistant Chancellor, signature
authority, for James E. Rogers

APPROVED AS TO LEGALITY
David Roger, District Attorney

By: 

Carolyn Campbell
Deputy District Attorney
EXHIBIT A
SCOPE OF WORK

INTERLOCAL CONTRACT BETWEEN THE HARRY REID CENTER (CENTER) FOR ENVIRONMENTAL STUDIES AND CLARK COUNTY DEPARTMENT OF PARKS AND COMMUNITY SERVICES (COUNTY)

1. Biological consulting for wetlands investigations. This would include, but not be limited to, search and summary of current biological literature relating to wetlands, field surveys including development of sampling design and survey implementation, report of findings for wetlands projects, and interactive outreach to the community and academic institutions as part of the educational mission of the Wetlands Park.

2. Endangered and/or threatened species consulting which could include birds, fish, reptiles, or invertebrates as well as plant species.

3. Water quality determinations and sediment characterizations as applicable to monitoring activities required for the Wetland Park operations. This would include preparation of sampling design, field collection and processing of samples, laboratory analyses, and reporting.

4. Cultural resources investigations including, but not limited to, archeological field investigations, archeological records searches, and reporting.

5. Consultation on environmental permit requirements and environmental assessment activities including, but not limited to, compliance permit information gathering, permit application preparation, collection of environmental data, and preparation of assessment reports detailing areas of environmental sensitivity.

6. Providing a contractual access for collaborative studies with other UNLV Departments including but not limited to the Environmental Studies Department.

7. Additional consulting as requested. This might include groundwater issue investigation, microbiological investigations, hydrological data collection and reporting, and biological resource management planning.

In order to demonstrate the qualifications of the Harry Reid Center personnel for implementation of tasking within this scope of work, a list of reports and student projects that were completed under the last interlocal contract (1998-2004) is attached. In addition, a qualifications statement is included which describes the various division capabilities of the Center.
January 28, 2008

Ms Donna Duncan, Senior Research Administrator
Office of Sponsored Programs
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 451055
Las Vegas, NV 89154-1055

Dear Ms Duncan:

Clark County wishes to extend the term of service by one year to February 15, 2009 as identified by Item #2 of the enclosed Interlocal Agreement with the University of Nevada, Las Vegas--Harry Reid Center for Environmental Studies. Additionally, as specified in Item #9 of the agreement, cost of services shall not exceed $100,000 for the one-year term.

The Scope of Work as show in Exhibit A of the agreement includes the following tasks:

1. Biological consulting for wetlands investigations: This would include, but not be limited to, search and summary of current biological literature relating to wetlands, field surveys including development of sampling design and survey implementation, report of findings for wetlands projects, and interactive outreach to the community and academic institutions as part of the education mission of the Wetlands Park.

2. Endangered and/or threatened species consulting which could include birds, fishes, reptiles, or invertebrates as well as plant species.

3. Water quality determinations and sediment characterizations as applicable to monitoring activities required for the Wetlands Park operations: This would include preparation of sampling design, field collection and processing of samples, laboratory analyses, and reporting.

4. Cultural resource investigations including, but not limited to, archaeological field investigations, archaeological records searches, and reporting.

5. Consultation on environmental permit requirements and environmental assessment activities including, but not limited to, compliance permit information gathering, permit application preparation, collection of environmental data, and preparation of assessment reports detailing areas of environmental sensitivity.

6. Providing a contractual access for collaborative studies with other UNLV departments including, but not limited to, the Environmental Studies Department.
7. Additional consulting as requested: This may include groundwater issue investigations, microbiological investigations, hydrological data collection and reporting, and biological resource management planning.

The above tasks will be accomplished by personnel who have extensive experience with Clark County Parks & Recreation projects. For the next funding cycle in the agreement, it is expected that James Pollard will continue to be the principal investigator and Gretchen Andrew and Environmental Studies students will provide support for the ongoing monitoring. HRC will assure that personnel working at the Wetlands Park are fully trained and qualified.

The County looks forward to continuing these important activities. Please contact Elsie Sellars, Wetlands Park Coordinator, at 702/455-8131 if you have any questions.

Sincerely,

\[Signature\]
Jane Pike, Assistant Director

CC: Elsie Sellars, Clark County Parks & Recreation

Enclosure: Interlocal Contract for the Services of the Harry Reid Center for Environmental Studies