AGREEMENT FOR ALLOCATION AND USE OF
MT. CHARLESTON LICENSE PLATE PROGRAM FUNDS

This Agreement is made and entered into this ___ day of ______, 20__, by and between
the Spring Mountains Association, a 501(c)(3) non-profit cooperative association (“SMA”) 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 SMA desires to receive funding in order to purchase tree and shrub
seedlings to help restore the area slopes burned during the Carpenter 1 fire in July 2013; and

Whereas, the SMA desires to plant vegetation as soon as possible and seedlings that are
already growing in a nursery to maximize the growth potential and to ensure that the right species
suitable for the climate/elevation of the Mt. Charleston area are planted; 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 SMA 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 SMA 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. SMA 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, SMA'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 SMA that the expenditure was not allowed and will request that the funds be reimbursed. Recipient 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, SMA 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. To be responsible for any loss, damage, liability, cost or expense caused by the actions or inactions of its employees arising under the programs funded by this Agreement.

5. The County will not be responsible for any loss, damage, liability, cost or expense arising from the programs funded by 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. The monetary amount and schedule of payments in accordance with Attachment A and B shall be determined at the sole discretion of the BCC.

4. Both the SMA 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 SMA nor the County has any continuing obligation under this Agreement once existing funds are expended or the contract is terminated.

5. 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.

6. Should the SMA desire to obtain additional funding under the Special License Plate program, SMA 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.
7. 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.

8. 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.

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

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

Spring Mountains Association
Attention: John Fitzgibbons
10000 Calabasas Ave.
Las Vegas, NV 89117

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.

Approved this ___ day of ______________, 20__.

BOARD OF COUNTY COMMISSIONERS
Clark County, Nevada

STEVE SISOLAK, Chair
Board of County Commissioners

Approved as to form

District Attorney
STEVEN B. WOLFSON

CAROLYN C. CAMPBELL
Deputy District Attorney

LYNN GOYA, County Clerk

JOHN FITZGIBBONS, President
Spring Mountains Association
ATTACHMENT “A”

Pursuant to the 20__ Agreement for Allocation and Use of Mt. Charleston License Plate Funds, the parties agree as follows:

1. The County shall provide to SMA for fiscal year 2015/2016 funds as authorized pursuant to NRS 482.37935 in the amounts and for the purposes set out herein:
   
   (a) Ten Thousand Two Hundred Seventy Five dollars ($10,275.00) in accordance with Attachment B, to fund the purchase and planting of tree and shrub seedlings;

2. SMA shall use the funds during the fiscal year 2015/2016 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.
   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.