

INTERLOCAL AGREEMENT
FOR OFF-HIGHWAY VEHICLES EDUCATION, OUTREACH and MARKETING

between

CLARK COUNTY, NEVADA
DEPARTMENT OF AIR QUALITY
DESERT CONSERVATION PROGRAM

and

NEVADA COMMISSION on OFF-HIGHWAY VEHICLES

This Interlocal Agreement (Agreement) is made and entered into on this _____ day of _____ 2016, by and between CLARK COUNTY (COUNTY), administered by the Desert Conservation Program, Department of Air Quality, and NEVADA COMMISSION on OFF-HIGHWAY VEHICLES (COMMISSION), for OFF-HIGHWAY VEHICLES (OHV) REGISTRATION PROGRAM MARKETING. At times, these entities may be herein referred to collectively as "Parties".

WITNESSETH

Whereas COUNTY and COMMISSION desire to promote the OHV registration program throughout the OHV community, and

Whereas COUNTY and COMMISSION desire to combine their efforts for providing such services, and

Whereas COUNTY and COMMISSION desire to engage a professional consulting firm (CONSULTANT) to provide such services, and

Whereas such services will jointly benefit COUNTY and COMMISSION, and

WHEREAS, pursuant to the authority granted by NRS 277.180, which authorizes COUNTY to enter into agreements with COMMISSION to perform any governmental service or activity or undertaking which COUNTY or COMMISSION is authorized to perform by law.

NOW, THEREFORE, COUNTY and COMMISSION agree to enter into a joint funding agreement for these services.

ARTICLE I - PURPOSE

COMMISSION was established on July 1, 2011, to promote the safe and responsible use of Nevada's outstanding opportunities for off-road recreation. The Desert Conservation Program (DCP) was established in 1990 and manages Endangered Species Act compliance for non-Federal activities on behalf of Clark County and the cities of Boulder City, Henderson, Las Vegas, North Las Vegas, Mesquite and the Nevada Department of Transportation through implementation of the Clark County Multiple Species Habitat Conservation Plan (MSHCP) and associated Section 10(a)(1)(B) incidental take permit. As mitigation under a proposed amendment to the MSHCP, the DCP provided funding to cover start-up costs and to fund initial restoration projects. Additional funding for COMMISSION is generated through the OHV Registration Program. Funds generated through this program are used to administer COMMISSION, provide for law enforcement, and to administer a grant program that provides for trail construction, signage, education, safety training, and restoration. To further support COMMISSION, and to assist in ensuring the success of the grant program, COUNTY and COMMISSION have entered into this Agreement for the purposes of jointly executing the work which will later be described in CONSULTANT'S scope of work.

ARTICLE II – RESPONSIBILITIES

Both Parties agree to collaborate on the proposal evaluations and selection of CONSULTANT who will provide Off- Highway Vehicle (OHV) Education, Outreach and Marketing services.
Both Parties agree to collaborate on the review and approval of deliverables provided by CONSULTANT.

COUNTY agrees to enter into a contract with CONSULTANT in accordance with its procurement practice.

ARTICLE III – FUNDING

COUNTY agrees to pay CONSULTANT for goods and/or services provided by CONSULTANT up to the firm fixed amount of \$150,000.00 based on approved budget appropriations for this project.

AGENCY agrees to pay COUNTY \$49,999.00 as its share of the cost for CONSULTANT's services, and further agrees to pay such amount upon the date of COUNTY award of CONSULTANT contract.

If any funds remain after CONSULTANT contract has concluded, COUNTY will return to AGENCY one-third of the remaining funds.

ARTICLE IV - TERM

This Agreement shall be effective upon signature by both parties and shall expire 90 days after end of CONSULTANT's contract.

Should CONSULTANT's contract be extended, this Agreement shall be extended for the same period of time.

ARTICLE V – TERMINATION

This Agreement shall remain in effect unless terminated by either party. Either party may terminate this Agreement after providing the party thirty (30) calendar day's written notice and an opportunity to meet and confer.

The parties expressly agree that this Agreement shall be terminated immediately if for any reason state or federal funding necessary for either party to satisfy its obligations under this Agreement is withdrawn, limited, or impaired. In that event, the party so affected shall provide written notice to the other party that the Agreement has been terminated pursuant to this provision.

ARTICLE VI - 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 COMMISSION'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: Heather Green, Desert Conservation Program
Clark County Department of Air Quality
4701 W. Russell Road, Suite 200
Las Vegas, NV 89118

TO NEVADA COMMISSION
on OFF-HIGHWAY VEHICLES: Greg McKay, Nevada Commission on Off-Highway Vehicles
6015 South Virginia Street, Suite E, Box 163
Reno, NV 89502

ARTICLE VII – 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.

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.

NEVADA COMMISSION ON OFF-HIGHWAY VEHICLES

By: _____
GREG McKAY
Chairman, Nevada Commission on Off-Highway Vehicles

Date: _____

APPROVED PURSUANT TO NRS 277.180(2)(a)(3):
Adam Paul Laxalt, Attorney General

By: _____
RAELENE K. PALMER
Deputy Attorney General

Date: _____

CLARK COUNTY, NEVADA

By: _____
STEVE SISOLAK
Chairman, 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: _____