

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY TO REAL PROPERTY AND FORESTRY WORK PROJECT AGREEMENT FOR COOPERATORS

Project # 23-14-043

This Grant of Right of Entry to Real Property and Forestry Work Project Agreement for Cooperators ("Agreement") is entered into this 03 day of July, 2023 by and between the State of Nevada, Department of Conservation and Natural Resources, Division of Forestry ("NDF") and City of North Las Vegas hereinafter referred to as Cooperator.

RECITALS:

WHEREAS the NDF, desires to perform conservation work on the private property ("Property") listed in Attachment 1; and:

WHEREAS Cooperator acknowledges the benefit to the Property based on the proposed work plan; and

WHEREAS this described work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision and responsibility of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF requires permission of the Cooperator to enter the Property to perform such work:

NOW THEREFORE Cooperator hereby grants permission for NDF personnel and/or conservation camp crews to enter the Property in consideration for NDF's promise to perform the work described in the attached Project Plan and Agreement (the "Work"), Cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. Cooperator agrees that his/her signature herein signifies consent and agreement to enter the Property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the Property subject to the terms of this Agreement.
2. This Agreement is personal to NDF and NDF may not assign this Agreement in whole or in part except upon approval of the Cooperator.
3. NDF personnel and/or conservation camp crews will perform the Work in a timely and efficient

manner according to the Project Work Plan and will leave the Property in an orderly condition upon completion of the project work.

4. The Work will be performed at a time agreed upon, in writing, between NDF and Cooperator.
5. Permission to access the Property by NDF personnel and/or conservation camp crews will at all times reside with the Cooperator, which may be revoked at any time.
6. This Agreement is intended to be a binding agreement between the parties. This Agreement does not obligate the Cooperator to pay any costs associated with the Work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. The Cooperator shall notify NDF of all known conditions on the Property that may present a hazard to NDF personnel and/or equipment and NDOC work crew inmates. NDF has examined the Property and acknowledges and accepts its condition as-is and where-is.
8. Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns (collectively, "Representatives") from and against any losses, damages and liabilities, including reasonable legal fees (collectively, "Losses") arising from (a) any claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party (collectively, "Claims") alleging injury or death of persons, or damage to or loss of property, to the extent caused by or arising from the negligent acts or omissions or acts of willful misconduct of the indemnifying Party, including Nevada Department of Corrections' ("NDOC") work crew inmates and other personnel, or otherwise arising out of or in any way related to the use or occupancy of the Property or any part thereof; or (b) any failure by the indemnifying Party or its Representatives to comply with applicable laws. The indemnity obligations herein shall survive the expiration or earlier termination of this Agreement.

TERMS OF FINANCIAL AGREEMENT:

Cooperator agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of Labor and Equipment Costs, if any, is the agreed upon cost for the project work that will be charged to Cooperator. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of Cooperator's receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. If suit is initiated by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fee plus costs of suit.

TERM:

This Agreement shall terminate upon the completion of the Work described herein or by June _____, 30th 2026 whichever is earlier. The date of this Agreement may be extended by NDF due to lack of manpower as a result of the NDOC's actions in supplying the conservation camps with suitable inmates, or due to other priorities or emergencies as determined by NDF. Notwithstanding the foregoing, either party may terminate this Agreement upon five (5) days written notice to the other party.

NDF, by and through this Agreement, neither expressly nor impliedly warranties or guarantees the Work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this Agreement. NDF agrees to use its best efforts to complete this Work agreement in a timely manner. Cooperator expressly agrees that no cause of action shall accrue for failure of NDF to complete the job.

NDOC, as custodian of offenders under Nevada law, retains the right to impose conditions on the interactions of cooperator and inmates, which conditions are set forth in Attachment 3. Further, NDOC retains the right to review the Work to identify potential security concerns and may modify or otherwise attach additional conditions to this Agreement in accordance with NDOC regulations and policies, subject to the agreement of the Cooperator. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. Notwithstanding, NDF provides workman's compensation insurance for each inmate working under the terms of this Agreement and is fully responsible and shall indemnify, defend, and hold harmless Cooperator for inmate labor and all other personnel's actions, activities, and injuries while on the Property pursuant to this Agreement. These obligations shall survive the expiration or earlier termination of this agreement.

This Agreement represents the entire Agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time Work is anticipated to commence at the Property. Cooperator's signature acknowledges he/she waives any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may assert based on conservation work performed by NDF conservation crews under the terms and conditions of this Agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

BACKGROUND:

NDF shall treat all information relating to the Services and all information supplied to NDF by the Cooperator as confidential and proprietary information of the Cooperator and shall not permit its release by NDF's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the Cooperator's prior written consent, except as permitted by law.

NEVADA DIVISION OF FORESTRY

NDF Representative and/ or

Date

Camp Supervisor

Date

Area Supervisor

Date

COOPERATOR

Pamela Goynes-Brown, Mayor

Printed Name / Title

Signature

Date

Address

City, State, Zip Code

Phone Number

E-mail address

Billing address

City, State, Zip Code

accountspayable@cityofnorthlasvegas.com

Accounts Payable E-mail address

Cooperator acknowledges receipt of a copy of this Agreement.

(initials)

Approved as to form: Aaron D. Ford, Attorney General

By: Nathan Holland, Deputy Attorney General

 June 30, 2023

Micaela Moore, City Attorney

Printed Name / Title

Signature

Jackie Rodgers, City Clerk

Printed Name / Title

Attest:

Signature

ATTACHMENT 1

NEVADA DIVISION OF FORESTRY PROJECT PLAN AND AGREEMENT

Date: June 30, 2023

Program: Camp

Three Lakes Valley Conservation Camp

PROJECT NAME: City of North Las Vegas	
LOCATION: North Las Vegas, NV.	COUNTY: Clark
COOPERATOR: City of North Las Vegas, Parks & Rec. and Maintenance	AGENCY: Municipality
PROJECT AGENT: Eric Nieves and/ or John Runkis	PHONE:
PURPOSE OF PROJECT:	
City of North Las Vegas labor assistance.	
PROPOSED STARTING DATE: TBD	ESTIMATED WORKING DAYS: TBD
SCHEDULED STARTING DATE: TBD	CREW/ ENGINE ASSIGNED PROJECT: Crews, TBD
PROJECT TYPE and DESCRIPTION:	
<p>Nevada Division of Forestry crews will provide labor assistance with Maintenance and Beautification support services citywide upon request and in consideration of crew availability determined by the Conservation Camp Supervisor in compliance with the current Project Prioritization matrix. This may include Urban Forestry improvements, tree pruning, hazard tree removal, noxious and invasive weed removal. Crews will also provide support of trash and debris removal along with general landscaping within city parks and other properties.</p> <p>Attachment 3 is included for an hourly estimate for a chipper, which belongs to Forest Products Equipment.</p>	
MATERIALS REQUIRED FROM COOPERATOR:	
Any equipment and supplies not provided by NDF on Crew Carrier Vehicles. The cooperator will provide methods of disposal of woody biomass, trash, and debris including bags, heavy equipment and/ or vehicles for removal and transportation.	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	
Any maps of identified treatment areas, if required.	
CONTINUED ON _____ SHEETS	

RMG
NDF Representative Initials
6/30/23
Date

Cooperator's Initials

Date

ATTACHMENT 2

FINANCIAL ESTIMATE

SUPERVISION and LABOR

Crew Supervisor or Other Personnel	Qty.	Cost/Day or Cost/Hour	Estimated Days or Hours	TOTAL
Conservation Crew Supervisor	1	\$405.04/ Day	1 Day	\$ 405.04
Inmate Crew Member	10	\$21.80/ Day	1 Day	\$ 21.80
				\$ 0.00
				\$ 0.00

Estimated Standard Rate for Supervision and Labor Subtotal: \$ 426.84

EQUIPMENT

Type	Cost per Day, Mile, or Hour	Estimated Days, Miles, or Hours	TOTAL
Conservation Crew Vehicle-Daily	\$273.00/ Day	1 Day	\$ 273.00
Conservation Crew Vehicle-Mileage	\$1.86/ Mile	100 Miles per day	\$ 186.00
			\$ 0.00
			\$ 0.00

Estimated Standard Rate for Equipment Subtotal: \$ 459.00

MISCELLANEOUS ITEMS

Description	Cost per Day, Hour, Mile, or Acre	Estimated Days, Hours, Miles or Acres	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Estimated Standard Rate for Miscellaneous Items Subtotal: \$ 0.00

AS PER TERM AGREEMENT: Funded with grant money through NDF ☐ And/ Or funded by Cooperator ☐

ESTIMATED COST: Standard Rate (Full Rate)..... \$ 885.84

Discount/ Match..... \$

Daily Rate (Negotiated, Set) Non-Standard Rate \$ 885.84

The State of Nevada Division of Forestry rates are based on a fiscal year between July 01 to June 30. All work performed after July 01 will be subject to the established reimbursement rates for that fiscal year. Exception allowed under Negotiated and approved Non-Standard rate.

Cooperator's Signature & Date

NDF Representative Signature & Date

ATTACHMENT 3 FOREST PRODUCTS EQUIPMENT FINANCIAL ESTIMATE

The following is an estimate for equipment that is administered by NDF's Forest Products Program. The Conservation Camp Program simply operates the listed equipment on conservation projects. This financial estimate is provided by camp program staff or other NDF staff to inform the cooperator of the approximate cost of the equipment that will be in addition to the labor and supervision provided by NDF's Conservation Camp Program. The Forest Products Program will provide a separate invoice for equipment use charges in conjunction with the Conservation Camp Program billing invoice for labor. The Cooperator will receive one billing summary of two separate invoices. The Cooperator may make one total amount payment to the Nevada Division of Forestry.

EQUIPMENT

Type	Cost per Hour, Mile, or Day	Estimated Hours, Miles, or Days	TOTAL
Chipper	\$110.00/ Hour	1 Hour	\$ 110.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Estimated Standard Rate for Equipment Subtotal: \$ 110.00

FUEL USAGE

Equipment Type	Cost per Hour or Mile	Estimated units Gallons or Miles	TOTAL
			\$ 0.00
			\$ 0.00
			\$ 0.00
			\$ 0.00

Estimated Actual Rate for FUEL USAGE Subtotal: \$ 0.00

AS PER TERM AGREEMENT:

Grant funded through NDF ☐

Or funded by Cooperator ☐

ESTIMATED COST: Standard Rate (Full Rate)..... \$ 110.00

Discount/ Match..... \$

Non-Standard Rate..... \$

The Forest Products LLC rates are based on a fiscal year between July 01 to June 30. All equipment used after July 01 will be subject to the established reimbursement rates for that fiscal year.

Cooperator's Signature & Date

NDF Representative Signature & Date

09/14/2022

ATTACHMENT 4

CONDITIONS REGARDING INTERACTIONS BETWEEN COOPERATOR AND WORK CREW INMATES

1. Cooperator agrees to direct any questions to the NDF Crew Supervisor and to limit communications with inmates.
2. Cooperator shall not give anything to any inmate, including, but not limited to food, beverages, or any material items such as money, tips or gifts, either directly or indirectly made. NDF Crew Supervisors report any incidents involving cooperators giving inmates food, drinks, money or gifts, to camp managers.
3. Cooperator shall not provide any personal information to any inmate, and shall not exchange letters, pictures, or telephone calls with inmates.
4. Cooperator shall have no physical contact with any inmate including, but not limited to: committing or engaging in any sexual conduct or act with any inmate, hugging, kissing, or handshakes.
5. Cooperator shall not provide legal assistance or advice to any inmate.
6. Cooperator shall not barter, trade, lend, or otherwise engage in any personal transaction with any inmate.
7. Cooperator shall not engage in any sort of financial transactions with inmates, including, but not limited to: establishing business relationships, forming partnerships, or loaning money or funds to inmates.
8. Cooperator shall not aid and abet any inmate that is attempting to or has escaped the custody of NDOC or NDF.

Non-Standard Rate Justification Form

Project Type

- ☐ Conservation
☐ Community Service
☐ Emergency
☐ Other

Required details:

Reduced Rate Type

- ☐ Hazardous Fuels Grant Match (Up to 30% Discount off of Standard Rate)
☐ Resource/ Conservation Grant Match (Up to 30% Discount off of Standard Rate)
☒ Daily Rate or Acre Rate (Negotiated, Reduced, Set amount per project workday or set amount per acre.)
☐ Total Rate (Negotiated, Reduced, Set amount for completion of the project)
☐ No Rate, Non-Reimbursable, Free Resource work, Community Service

Required detailed justification:

The financial estimate has been approved by the Camp Program Administrative Officer with the use of the initial FY2023 Reimbursement rates quoted. The Forest Products equipment reimbursement rate has been updated to the recently issued and approved FY2024 rates.

The Conservation Camp Program will honor the estimated reimbursement rates through the term of this agreement June 30, 2026, this is in consideration of the City of North Las Vegas financial and budgetary parameters for longer than a one year term. beyond the State of Nevada's fiscal year.

The Conservation Camp Program does not have the authority to provide the FY24 Forest Products, LLC. reimbursement rate past June 30, 2024.

Any Cooperator requested use of Forest Products, LLC. equipment operated by the Conservation Camp Program staff for the Cooperator after July 01, 2024 will be subject to the FY2025 and / or the FY2026 established reimbursement rates through June 30, 2026.

When determining the appropriateness of Non-Standard Rate justification, details and explanations are required on this document. Signature approval from a Camp Area Supervisor or Camp Program Manager or designee is required below.

Kevin M. Gearlds Digitally signed by Kevin M. Gearlds
Date: 2023.06.30 17:53:35 -0700

Camp Administrative Officer

6/30/23

Date

Explanation of Rates: Standard or Full Rates are based on the Nevada Division of Forestry's set fiscal year rates for work performed from July 1st to June 30th. Be advised under the Standard Rate agreement, work performed after July 1st, will adjust to the new fiscal year rates. These rates can increase or decrease based on various factors after July 1st. Non-Standard Rates can be but are not always defined as Reduced Rate or a Non-Reimbursable (No Rate). A Reduced Rate is when a qualifying discount or match component is allowed due to the work being performed is Hazardous Fuels removal initiated by a Grant and in correlation with a match component. A Reduced Rate may also occur if an agreement between NDF and a Federal, State, County, or local government agency, commission, or board to a negotiated set rate due to project funding and budget planning. This is categorized as a Daily Rate or Acre Rate which is negotiated, reduced, and set per crew workday or a per completed acre. The NDF Representative must follow guidelines for the negotiated Reduced Rate, which in most cases is projected to as close to Standard Rates as possible and has been determined that the project work is beneficial to the State of Nevada.