## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ty	pe (Please select	one)	-			All _				
Sole Proprietorship	Partnership	Limited Liability Company	y <b>[</b>	Corporation	Trust	Non-Profit Organization		Other		
Business Designat	ion Group (Pleas	e select all that app	ply)							
MBE	□WBE	□SBE		☐ PBE		□VET	DVE	Т	ESB	
Minority Business Enterprise  Women-Owned Business Enterprise		Small Busine Enterprise	ess	Physically Ch Business Ente		Veteran Owned Business		d Veteran Business	Emerging Small Business	
Number of Cla	rk County Ne	evada Residen	its E	mployed:			0			
Corporate/Business Entity Name:		STNL Henderson, LLC								
(Include d.b.a., if applicable)										
Street Address:		8150 Corporate Pa	ırk Driv	e, Suite 100	w	ebsite: www.stnldevelo	velopment.com			
City, State and Zip Code:		Cincinnati, OH, 45242				POC Name: Elissa Morsch  Email: emorsch@stnldevelopment.com				
Telephone No:		513-438-5150			Fa	x No: 513-277-0868				
relephone No.		N/A			w	ebsite:				
(If different from ab	ove)						_			
City, State and Zip Code:					Lo	ocal Fax No:			_	
Local Telephone N	o:				Lo	ocal POC Name:				
All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.  Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).  Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.										
Full Name		imited liability compa	govern nies, pa	ned by Title 7 of artnerships, limit	the Nevada ed partnersh	Revised Statutes, includi ips, and professional corp	ng but not li porations.	imited to priva	ate corporations,	
		imited liability compa	governies, p	ned by Title 7 of artnerships, limit	the Nevada ed partnersh Title	Revised Statutes, includi ips, and professional corp	oorations. (Not re	% Owne	d	
Tree Top Asset Mana	Full Name	imited liability compar	nies, pa	ned by Title 7 of artnerships, limit By Holm, Manag	ed partnersh Title	ips, and professional corp	oorations. (Not re	% Owne	d blicly Traded	
Tree Top Asset Mana Budig Enterprises I, Li	Full Name	imited liability compar	wesle	artnerships, limit	ed partnersh Title	ips, and professional corp	oorations. (Not re Corporatio	% Owne	d blicly Traded	
	Full Name gement LC	imited liability compar	Wesle	artnerships, limit ey Holm, Manag	ed partnersh Title er ager	ips, and professional corp	(Not re Corporations)	% Owne	d blicly Traded	
Budig Enterprises I, LI Neyer Family Investm  This section is not re  1. Are any individue Center or Clark Yes  2. Do any individue sister, grandchill full-time employ	Full Name  gement  LC  ent, LLC  equired for publicle al members, partne County Water Reck  No (If grandparent, relee(s), or appointed/ No (If grandparent, relee(s), or appointed/ No (If grandparent, relee(s), or appointed/	y-traded corporation rs, owners or principa amation District full-tir yes, please note that attracts, or other contra- rs, owners or principa ated to a Clark Coun- elected official(s)? yes, please complete of the information pro-	Wesle Denis David	ay Holm, Manage the Hertlein, Manage the Hertlein, Manage the You a publicly olived in the busing ployee(s), or apply employee(s), o	Title  er ager  r-traded corp ness entity, a ointed/electe r appointed/e iect to compe stered dome ion, Clark Co ionship form complete, ar	poration? Yes Clark County, Department official(s)? Elected official(s) may not estitive bid.) Stic partner, child, parent, punty Detention Center or on Page 2. If no, please and accurate. I also unders	(Not re Corporations.)  (Not re Corporations)  13.92%  23.21%  11.50  No nt of Aviation perform any in-law or b Clark Courprint N/A or	% Ownerquired for Pulons/Non-profi	d blicly Traded t organizations)  hty Detention fessional service half-brother/half- clamation District	
Budig Enterprises I, LI Neyer Family Investm  This section is not r  1. Are any individue Center or Clark  Yes  2. Do any individue sister, grandchill full-time employ  Yes  I certify under penalty land-use approvals, or Docusigned by:  Byyyu Euler  Signature 1837 508444.	Full Name  gement  LC  ent, LLC  equired for public!  al members, partne County Water Recla  No (If y cor  al members, partne d, grandparent, rel ee(s), or appointed/  No (If y of perjury, that all contract approvals, la	y-traded corporation rs, owners or principal amation District full-tir yes, please note that thracts, or other contra rs, owners or principal ated to a Clark Count elected official(s)? yes, please complete of the information provand sales, leases or e	Wesle Denis David	artnerships, limit ay Holm, Manage Be Hertlein, Man I Neyer, Manage Be you a publicly olved in the busin ployee(s), or app y employee(s), or app y employe	Title  er ager ager  -traded corp ness entity, a ointed/electe r appointed/e ject to compe stered dome ion, Clark Co ionship form complete, ar	poration? Yes Clark County, Department official(s)? Elected official(s) may not extitive bid.) Stic partner, child, parent, bunty Detention Center or on Page 2. If no, please and accurate. I also understiclosure form.	(Not re Corporations.)  (Not re Corporations)  13.92%  23.21%  11.50  No nt of Aviation perform any in-law or b Clark Courprint N/A or	% Ownerquired for Pulons/Non-profi	d blicly Traded t organizations)  hty Detention fessional service half-brother/half- clamation District	
Budig Enterprises I, LI Neyer Family Investm  This section is not re  1. Are any individual Center or Clark  Yes  2. Do any individual sister, grandchild full-time employ  Yes  I certify under penalty land-use approvals, con Docusighed by:	Full Name  gement  LC  ent, LLC  equired for public!  al members, partne County Water Recla  No (If y cor  al members, partne d, grandparent, rel ee(s), or appointed/  No (If y of perjury, that all contract approvals, la	y-traded corporation rs, owners or principal amation District full-tir yes, please note that thracts, or other contra rs, owners or principal ated to a Clark Count elected official(s)? yes, please complete of the information provand sales, leases or e	Wesle Denis David	ay Holm, Manage the Hertlein, Manage the Hertlein, Manage the You a publicly colved in the busing ployee(s), or apply employee(s), o	Title  er ager ager  -traded corp ness entity, a ointed/electe r appointed/e ject to compe stered dome ion, Clark Co ionship form complete, ar	poration? Yes Clark County, Department official(s)? Elected official(s) may not extitive bid.) Stic partner, child, parent, bunty Detention Center or on Page 2. If no, please and accurate. I also understiclosure form.	(Not re Corporations.)  (Not re Corporations)  13.92%  23.21%  11.50  No nt of Aviation perform any in-law or b Clark Courprint N/A or	% Ownerquired for Pulons/Non-profi	d blicly Traded t organizations)  hty Detention fessional service half-brother/half- clamation District	

## **DISCLOSURE OF RELATIONSHIP**

List any disclosures below: (Mark N/A, if not applicable.)

			0.0111/15/4			
NAME OF BUSINESS	NAME OF COUNTY* EMPLOYEE/OFFICIAL	RELATIONSHIP TO COUNTY*	COUNTY* EMPLOYEE'S/OFFICIAL'S			
OWNER/PRINCIPAL N/A	AND JOB TITLE	EMPLOYEE/OFFICIAL	DEPARTMENT			
Water Reclamation District.  "Consanguinity" is a relations  "To the second degree of of follows:	Clark County, Department of ship by blood. "Affinity" is a rel	ationship by marriage.	degree of blood relatives as			
<ul> <li>Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)</li> <li>Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)</li> </ul>						
For County Use Only:  If any Disclosure of Relationship is noted above, please complete the following:  Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?  Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?  Notes/Comments:						
Signature						
Print Name Authorized Department Representa	tive					

# INTERLOCAL AGREEMENT BETWEEN THE NEVADA OFFICE OF THE MILITARY AND CLARK COUNTY · AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made on the \_\_\_ day of \_\_\_, 2024 ("Effective Date"), by and between Clark County, a political subdivision of the State of Nevada ("Clark County"), the Las Vegas Metropolitan Police Department, a political subdivision of the State of Nevada ("LVMPD") and the State of Nevada, by and through its Office of the Military ("NVOM") (Individually a "Party" and collectively the "Parties").

**WHEREAS**, the NVOM has military personnel ("Service Members") who are required to maintain firearms proficiency according to a standard defined by the United States Army;

WHEREAS, the NVOM does not have local access to a firearms training range that comports to the standard required by the United States Army ("United States Army Standard");

**WHEREAS**, the NVOM is likely to receive appropriations from the 2023 Legislature to construct a firearms training range that comports to the United States Army Standard;

WHEREAS, Clark County holds title to Assessor's Parcel Number 140-13-000-003 under a Bureau of Land Management ("BLM") patent #27-2006-0075 (N-37028) located at 7600 E. Carey Avenue, Las Vegas, Nevada 89124 and commonly known as the LVMPD Shooting Range ("Property"), as shown in Exhibit "A";

**WHEREAS,** Clark County has authorized the LVMPD to utilize the Property to conduct firearms training and related classroom training;

WHEREAS, Clark County and LVMPD believe it is to their benefit to allow NVOM to construct suitable firing ranges on the Property; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Parties hereto agree as follows:

#### ARTICLE I. NVOM COVENANTS.

## 1. CONSTRUCTION OF NVOM RANGES.

- 1.1 Upon receipt of appropriations, the NVOM agrees to construct multi-purpose firearms ranges and associated facilities (the "Project" or "Improvements") as shown in Exhibit "B" attached hereto. The site is intended to include a four-lane M-4 rifle and pistol pop up target range (pistol range incorporated within the 4 rifle lanes) that will not impinge on any current ranges. Separate operational structures will be set behind the firing line which may consist of a control tower, dry restrooms, a classroom, an ammunition breakdown building, a storage building, a covered pad with bleachers, and a Service Members dropoff area to support 44-passenger buses. The proposed range complex will be fully fenced with warning signage.
- 1.2 NVOM agrees to obtain Clark County and LVMPD approval prior to submitting construction plans to the appropriate jurisdictional authorities.
- 1.3 All planning, design, and construction costs of the Project shall be borne solely by NVOM, at no cost or expense to Clark County or LVMPD, including any land use applications, utility extension and connection fees, and offsite improvements. Clark County is under no obligation to grant any permits, licenses, variances or other approvals as jurisdictional authority, but only to assist as needed as the owner of the Property.
- 1.4 NVOM shall obtain all necessary zoning, permits, and other approvals at no cost or expense to Clark County or LVMPD.
- 1.5 NVOM shall maintain in good condition and repair any Improvements built upon the Property at its own expense. No Improvements erected under the provisions of this Agreement shall be removed or torn down without the prior written consent of Clark County.
- 1.6 NVOM shall not allow the Property, or any Improvements built thereon to become subject to any lien, charge, or encumbrance whatsoever, and shall indemnify, defend and hold harmless Clark County and LVMPD, its officers and employees from and against all such liens, charges and encumbrances (if such liens, charges, and encumbrances arise out of the actions of NVOM, its employees or agents). If the Improvements become subject to any lien and NVOM desires to contest such lien and underlying claim in good faith, NVOM shall post a surety bond in the manner provided in NRS 108.2415 through 108.2425, inclusive, and NVOM shall not be in default hereunder.

- 1.7 NVOM shall construct the Project according to current prevailing wage laws.
- 1.8 During the design phase of the Project and prior to commencement of construction, NVOM shall have a boundary survey completed of the Property to determine the Property's boundary lines. All Improvements shall be constructed within the Property's boundaries and shall be designed with intent to limit material or equipment used for training activities including but not limited to bullets, shells and debris that is shot, propelled, thrown or disposed of past the Property boundaries.
- 1.9 NVOM shall include in their Project, the construction of a fence or some other type of boundary marker, as approved by Clark County and LVMPD, for the Improvements constructed on the Property.
- 1.10 Construction of the Project shall not interfere with LVMPD's use of the Property. If any shutdown of operations is needed, NVOM shall notify LVMPD at least ninety (90) days in advance. Under no circumstances shall such a shutdown exceed twenty-four (24) hours.
- 1.11 NVOM shall be responsible for all cost related to utilities and any service required for its use during the term of this Agreement.

#### 2. OPERATION OF NVOM RANGES

- 2.1 NVOM estimates that usage/throughout will be approximately seven hundred and fifty (750) Service Members per calendar year and used primarily during Inactive Duty Training ("IDT") or during Annual Training ("AT").
- 2.2 Use of the Improvements will be limited to NVOM Service Members and sponsored organizations. All sponsored organizations or non-NVOM Service Members using the Improvements shall only be authorized under a separate written use agreement between the sponsored organization and NVOM with prior written approval from LVMPD and Clark County.
- 2.3 NVOM acknowledges and agrees that full-time, state employees will work in conjunction with the LVMPD range staff to ensure range schedules are completed sixty (60) days in advance to avoid conflicts. However, the Nevada National Guard will be the primary entity for scheduled use.
- 2.4 NVOM acknowledges and agrees that LVMPD may use the ranges and facilities constructed by the NVOM when not in use by NVOM, subject to NVOM prior

- approval. Any other entities will need to sign a separate agreement with NVOM which must be approved by Clark County and LVMPD prior to any use.
- 2.5 NVOM agrees, at its sole cost and expense, that it will repair and maintain the Improvements it constructs for the duration of the Agreement at no cost to LVMPD or Clark County.
- 2.6 NVOM agrees to adhere to all federal, state, and local laws and ordinances during construction, maintenance and use of the Improvements.
- 2.7 NVOM and LVMPD mutually agree not to operate or use any equipment or materials belonging to the other, without the prior written approval of both entities.
- 2.8 NVOM and its Service Members agree to perform all training associated with this Agreement with reasonable due care, diligence and in cooperation with LVMPD, its respective employees, agents, and invitees to avoid accident, damage or harm to persons or property and delay to or interference with the operations of such Parties.
- 2.9 NVOM agrees to ensure that its members present during training have necessary personal protective equipment including but not limited to hearing protection.
- 2.10 NVOM agrees that its Service Members are subject to the direction of LVMPD range staff while on the Property, consistent with the terms of this Agreement.
- 2.11 NVOM and LVMPD mutually acknowledge and agree that either has the right to interrupt and stop any training of NVOM or LVMPD on NVOM managed property if either determines at any time that proceeding compromises the safety of any personnel.
- 2.12 NVOM and LVMPD acknowledge and agree that neither has the duty to provide range supplies to either Party, including but not limited to ammunition, cardboard, targets, staplers, hearing/eye protection and instructors.
- 2.13 NVOM acknowledges and agrees to the following safety rules:
  - (i) All NVOM personnel will comply with regulatory guidelines outlined by LVMPD with respect to marksmanship training and range safety.
  - (ii) Marksmanship activities will only be conducted by instructors or coaches approved by the NVOM or LVMPD.
  - (iii) NVOM is responsible for the security and safekeeping of its firearms.
- 2.14 NVOM acknowledges and agrees that the Property thereto are in "as is" condition and that Clark County and LVMPD make no express or implied warranties regarding the condition, suitability, or safety.

#### 3. INSURANCE.

ith - if

- 3.1. NVOM, shall provide comparable self-insurance pursuant to Nevada law, will maintain the following insurance coverage during the initial and any extended term of this Agreement:
- (i) Worker's compensation in accordance with Nevada law
- (ii) Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). Clark County and LVMPD shall not be liable for injury or damages to the Property or any property or fixtures by fire or other casualty so covered by this type of insurance, no matter how caused, it being understood that in case of damage, NVOM shall look solely to the insurer for reimbursement and not Clark County or LVMPD.
- (iii)Liability insurance which shall include liability arising out of bodily injury, wrongful death and property damage in the amount of two million (\$2,000,000) dollars per occurrence or comparable self-insurance pursuant to Nevada law.

NVOM, as a self-insured governmental entity, agrees to maintain adequate self-insurance coverage to cover such liability risks under this Agreement subject to the provisions, limitations, and exclusions of Nevada Revised Statutes and Nevada Administrative Code Chapter 41

NVOM is a self-insured government entity of the State of Nevada, pursuant to NRS 41.038. As a self-insured entity, NVOM does not specify separate limits of coverage, but provides reimbursement to claimants for damages for which NVOM is legally responsible under the laws of the State of Nevada.

Additionally, any outside third-party contractors, subcontractors or vendors hired by NVOM to perform work are required to provide:

- i. acceptable evidence of no less than \$1 million each occurrence for commercial general liability insurance (including coverage for XCU, explosion, collapse, and underground, as applicable), including evidence of Clark County and LVMPD as additional insureds.
- ii. provide evidence of statutory workers compensation/employer's liability insurance,
- iii. provide evidence of automobile insurance, for all owned, non-owned and hired vehicles, in an amount not less than One Million Dollars (\$1,000,000) combined single limit and
- iv. provide the NVOM Pollution Liability Insurance coverage to extend to protect NVOM and cleanup of the Property, with a limit no less than \$1,000,000 per claim. At no time will Clark County or LVMPD be responsible for this work site or the persons working on this work site.

"all risk" property coverage in the amount of one hundred percent (100%) of the sum contract with NVOM on a replacement cost basis, including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

#### 4. INDEMNIFICATION.

Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of all Parties shall not be subject to punitive damages.

#### ARTICLE II. LVMPD COVENANTS.

- 1. LVMPD agrees to review and approve all construction plans provided by NVOM within a reasonable time not to exceed fourteen (14) business days.
- 2. LVMPD acknowledges and agrees it will work in conjunction with NVOM range staff to ensure range schedules are completed sixty (60) days in advance to avoid conflicts. However, NVOM will be the primary entity for scheduled use.
- 3. LVMPD does not warrant the condition of the range, nor does it make any guarantees as to suitability for the NVOM's training.

#### ARTICLE III. CLARK COUNTY COVENANTS

- 1. Clark County agrees to allow NVOM to construct Improvements as depicted in Exhibit "B" on its Property.
- 2. Clark County agrees to allow NVOM the discretion to construct or place on its Property operational structures consisting of a control tower, dry restrooms, a classroom, an ammunition breakdown building, a storage building, a covered pad with bleachers, a Service Members drop-off area to support forty-four (44)-passenger buses, or an improved paved access to existing roads leading to the range.
- 3. Clark County Real Property Management Department agrees to review and approve all construction plans provided by NVOM within a reasonable time not to exceed fourteen (14) business days. Such approval only constitutes Clark County's approval as owner and does not constitute approval as the jurisdictional or planning authority.

## ARTICLE IV. MUTUAL COVENANTS

1. AGREEMENT TERM. The term of this Agreement shall begin on Effective Date and shall terminate at the expiration of thirty (30) years from the Effective Date unless terminated or extended in accordance with this Agreement.

- 2. TERMINATION. The Agreement may terminate under the following conditions:
  - (i) Should NVOM not receive funding within five (5) years of the Effective Date, this Agreement shall automatically terminate;
  - (ii) If NVOM has not commenced construction of the Improvements within three (3) years of receiving funding, this Agreement shall automatically terminate;
  - (iii) Any Party may terminate this Agreement by giving sixty (60) days notice to the other Parties.
- (iv) At the expiration or termination of this Agreement, any Improvements constructed on the Property shall become the property of Clark County at Clark County's sole discretion for their sole benefit and use at no cost or expense to Clark County. If necessary, NVOM will execute any deeds or other ownership documentation as necessary to document forfeiture of ownership. Should NVOM terminate this Agreement prior to the completion of construction, NVOM, at its sole cost and expense, may be required to return the Property to its original condition at the sole discretion of Clark County and at no cost to Clark County or LVMPD.
  - 2.1 Notwithstanding the above provisions, the Parties agree that as long as the Property is being operated for the purposes discussed in this Agreement by LVMPD and/or Clark County, the NVOM shall be given access to use the Property for the purposes outlined herein.
    - (i) If at such time, if before the date of five (5) years from the date this Agreement is entered into, Clark County terminates this Agreement, Clark County agrees to compensate the NVOM 50% of the current market value of the Improvements the NVOM constructed on the subject Property. If at such time, if before the date of ten (10) years from the date this Agreement is entered into, Clark County terminates this Agreement, Clark County agrees to compensate the NVOM 25% of the current market value of the Improvements the Nevada Office of the Military constructed on the subject Property.
- 3. EXTENSION OF AGREEMENT. Upon expiration of this Agreement, NVOM, Clark County and LVMPD shall only extend this Agreement upon mutual execution of an amendment to extend this Agreement or execute a new lease agreement. LVMPD shall require the Sheriff's approval and Clark County shall require Board of County Commissioner ("BCC") approval allowing the BCC Chair to sign.
- **4. USE FEE** Due to NVOM's valuable contribution to the Property, NVOM shall not be required to pay any rent or use fee to utilize the Property.
- **5. WARRANTIES** Clark County makes no representations, warranties or covenants regarding the title, condition or stability of the Property or its suitability for NVOM's purpose or for any other purpose or existence of any Hazardous Materials on or within the Property. NVOM shall be responsible for any environmental conditions it discovers at the Property and/or damages that it causes to the Property. This shall include, but not

be limited to, fines and the cost of remediation. NVOM, at its sole cost and expense, agrees that if it abandons the Project prior to completion, at the option of Clark County, it shall return the Property to its original pre-construction state at no cost to Clark County or LVMPD.

- **6. TITLE** The Property is subject to any covenants, conditions, restrictions, reservations, right of way and easements recorded or not recorded and the BLM patent #27-2006-0075 (N-37028).
- 7. **AS-IS CONDITION** The Property is offered in "as-is" condition and NVOM shall be responsible to complete such investigations, research and due diligence to confirm the Property is suitable for NVOM's needs.
- **8. INTEREST** This Agreement confers no right, interest or title to the Property to NVOM.

#### ARTICLE V. GENERAL PROVISIONS

- 1. ENTIRE AGREEMENT. This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the Parties, whether oral or written, with respect thereto.
- 2. MODIFICATIONS AND AMENDMENTS. No modifications or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the Parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such modification or amendment.
- **3. ASSIGNMENT**. This Agreement may not be assigned, in whole or in part, by the NVOM without the prior written consent of LVMPD and Clark County.
- **4. GOVERNING LAW; DISPUTES**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nevada, without regard to choice of law or conflicts of law provisions.
- 5. REFORMATION AND SEVERABILITY. If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the Parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 6. WAIVERS. No waiver of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the Parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver. The failure of a Party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such Party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- 7. INDEPENDENT CONTRACTOR. The Parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent, employee or officer of the other under any circumstances. No Party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- **8. NO INTENT TO BENEFIT NON-PARTIES.** No Party to this Agreement intends to benefit any person, partnership, corporation or other entity who is not named as a Party to this Agreement, to assume any specific duty to supervise the operations of another entity, to provide for the safety of any specific person or to assume any other duty beyond that imposed by general law.
- 9. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement, provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.
- 10. NOTICES. All notices, requests and approvals required under this Agreement must be in writing and addressed to the other Party's contact(s) for notices as set forth below, or to such other address as such Party designates in writing. All such notices, requests and approvals will be deemed to have been delivered either when personally delivered, or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier providing proof of delivery on the date of mailing. The provisions of this Section 10 shall survive termination of this Agreement. The Parties' initial addresses for notices, requests and approvals as described herein as follows:

To NVOM: Nevada Office of the Military

Attn: ASO IV - State Admin

2460 Fairview Dr. Carson City, NV 89701

TO CLARK COUNTY: Clark County Real Property Management

Attn: Director

500 S. Grand Central Parkway, 4th floor

Las Vegas, NV 89155-1825

TO LVMPD: Las Vegas Metropolitan Police Department

Attn: Captain, Organizational Development Bureau

400 E. Martin L. King Blvd. Las Vegas, Nevada 89106

(702) 828-3111

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized representative.

NEVADA OFFICE OF THE MILITARY	APPROVED AS TO FORM
By: Ondra L. Berry Date The Adjutant General	By:Date
NEVADA OFFICE OF THE ATTORNEY GENERAL, AARON FORD APPROVED AS TO FORM	
By: #15840 2/15/24  FOR Nicole N. Ting Date  Deputy Attorney General	
LAS VEGAS METROPOLITAN POLICE DEPAREMENT  By: C2124  Kevin McMahill  Sheriff	By: 2/20/2 Liesl Freedman Date Counsel
CLARK COUNTY  By:  James Gibson Date Chair	APPROVED AS TO FORM  By: 229 24  Nichole Kazimirovicz Date Deputy District Attorney
ATTEST	
By:	Date of Clark County Commission Approval

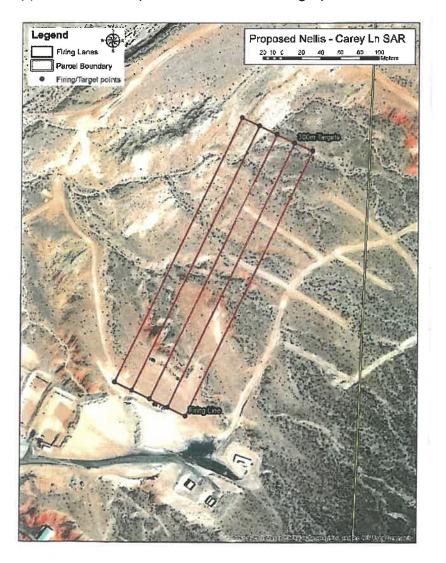
Clerk



## Exhibit B

## Range Layout:

\*Proposed NVNG Range Site: 1,300m perimeter; approx. 100,000 square meters; approx. 25 acres (250m width; 400m length)



<sup>\*</sup>This proposed multi-purpose range will include a four-lane pop up target range (see below for lane layout with targets and distances).

<sup>\*</sup>Each M-4 rifle range will be 20m x 300m and four pistol lanes nested within the four rifle lanes.

II III managarining

## Basic Rifle Qualification Training Lanes:

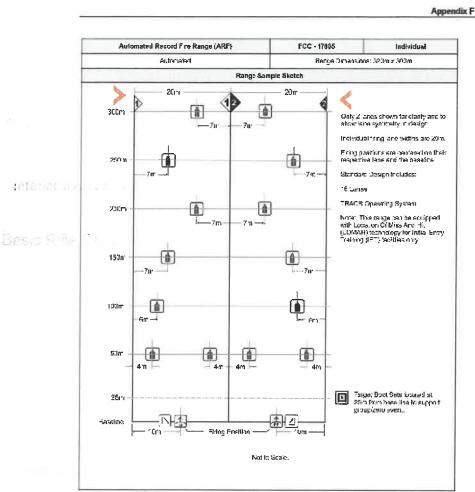


Figure F-2.2. Automated Record Fire Range (ARF), Range Sketch.

02 November 2021 TC 25-8 F-5

<sup>\*</sup>Automated Fire Range for M-4, basic rifle, qualification standard layout. This depicts the exact layout (2 lanes) for the proposed sites. Reference: TC 25-8.

## Pistol Qualification Training Lanes:

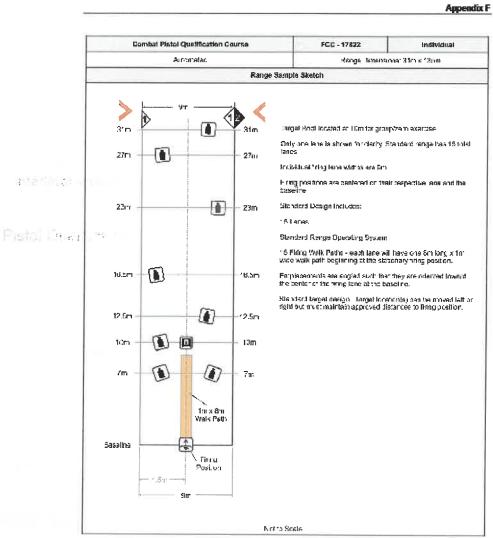


Figure F-L2. Automated Combat Pistol Qualification Course, Range Shetch

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<sup>\*</sup>Qualification Training Range for pistol, standard layout. This depicts the exact layout for each lane on the proposed sites. Reference: TC 25-8.



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