

AMENDMENT NO. 1
RFP NO. 601541-09
CONTRACT FOR OPERATIONS AND MANAGEMENT
OF EVENTS AT HORSEMAN'S PARK

THIS AMENDMENT is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and EQUINE EVENT MANAGEMENT, L.L.C. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the parties entered into an agreement under RFP Number 601541-09, entitled Contract for Operation and Management of Events and Amenities for Horseman's Park dated February 19, 2010 (hereinafter referred to as PROJECT); and

WHEREAS, the parties desire to amend the PROJECT.

NOW, THEREFORE, the parties agree to amend the PROJECT as follows:

1. Section I: Responsibility of Contractor, Page 2, Letter F.

Original Written

All services specified in this Contract shall be performed by the three principles of the CONTRACTOR. The CONTRACTOR shall appoint a spokesperson who will be the main point of contact for this Contract. Should the spokesperson be unable to continue in this capacity, CONTRACTOR will replace him or her with a qualified person. If CONTRACTOR fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.

Revised to Read

All services specified in this Contract shall be performed by the two principals of the CONTRACTOR. The CONTRACTOR shall appoint a spokesperson who will be the main point of contact for this Contract. Should the spokesperson be unable to continue in this capacity, CONTRACTOR will replace him or her with a qualified person. If CONTRACTOR fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.

2. Add Letter K to Section I: Responsibility of CONTRACTOR, Page 2.

To Read

K. The CONTRACTOR shall adhere to and enforce all applicable COUNTY Parks and Recreation Rules and Regulations, General Provisions as defined in the current Exhibit D Clark County Parks and Recreation Fees and Charges Schedule, as well as policies or procedures to Horseman's Park. COUNTY reserves the right to update or change any Rules or Regulations, General Provisions, or policies and procedures in general to the Department of specific to Horseman's Park at any time during the contract period, as directed by the Director of Parks and Recreation or County's representative.

3. Section II: Responsibility of COUNTY, Page 2, Letter B.

Original Written

The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Jim Foreman, Principal Management Analyst, telephone number (702) 455-8134 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

Revised to Read

The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, who will be assigned by the Director of Department of Parks and Recreation. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

4. Section II: Responsibility of COUNTY, Page 3, Letter G, No. 6.

Originally Written

COUNTY shall provide, operate and maintain any and all equipment that is reasonably necessary to maintain the facility.

Revised to Read

COUNTY shall provide, operate and maintain any and all equipment that is reasonably necessary to maintain the facility. COUNTY may allow an Event Promoter/Permittee to provide and operate their own personal equipment or vehicles for event setup or for dragging of arenas, as long as they receive permission from COUNTY four weeks prior to their event and sign an Indemnification and Terms and Conditions agreement and provide specific insurance for their personal equipment and/or vehicles.

5. Add No. 13 to Section II: Responsibility of COUNTY, Page 3.

To Read

13. COUNTY may at any time, by approval of the Director of Parks and Recreation, make changes to any Department Rules and Regulations, General Provisions in Exhibit B Clark County Parks and Recreation Fees and Charges Schedule, or any policies and/or procedures specific to Horseman's Park, for any events to be held or work to be performed at Horseman's Park.

6. Section II: Responsibility of COUNTY, Page 3, Letter H. Utilities and Services

Original Written

COUNTY shall provide and pay for services to the appropriate public utilities and services required for operating the park, but not limited to:

1. Portable restroom facilities
2. Site clean up
3. *Trash pick-up and removal
4. Water
5. Electricity and Lighting
6. Sewer
7. Gas
8. Telephone
9. Computer Cabling
10. Cable TV connections, if required
11. Fire protection and fire suppression equipment

*COUNTY shall allow CONTRACTOR the use of available trash cans on site, however, CONTRACTOR is responsible to rent any additional trash cans and dumpsters as needed in accordance with COUNTY fees and charges regulations, which are scaled according to numbers attending an event.

Revised to Read

COUNTY shall provide and pay for services to the appropriate public utilities and services required for operating the park, but not limited to:

1. *Trash pick-up and removal
2. Water
3. Electricity and Lighting
4. Sewer
5. Gas
6. Telephone
7. Computer Cabling
8. Cable TV connections, if required
9. Fire protection and fire suppression equipment

*COUNTY shall allow CONTRACTOR the use of available trash cans on site, however, CONTRACTOR is responsible to rent any additional trash cans and dumpsters as needed in accordance with COUNTY fees and charges regulations, which are scaled according to numbers attending an event.

7. Section III: Scope of Work, Page 4, First Paragraph.

Original Written

Horseman's Park is located at 5800 East Flamingo Road, Las Vegas Nevada 89122. The park is within an area of approximately 30 acres located at the southeast corner of East Flamingo Road and Jimmy Durante Drive. Included on the site are four arenas, two of which are designated for shows and events. The other two arenas are used for practice or warm-up exercises prior to competing. In addition, there are eight barns with forty individual stalls, for a total of 320 stalls. Barns and stalls are constructed of heavy metal that sits on block footings. Each stall has locking Dutch doors. There are existing holding pens and cattle shoots for loading and unloading livestock. The site includes restrooms, lighting, grandstands, show office, announcer's booth, RV and trailer parking and an animal wash rack. A facility wide public address system also exists on site.

Revised to Read

Horseman's Park is located at 5800 East Flamingo Road, Las Vegas Nevada 89122. The park is within an area of approximately 30 acres located at the southeast corner of East Flamingo Road and Jimmy Durante Drive. Included on the site are four arenas, two of which are designated for shows and events, including the Main Arena with covered grandstands and the newly constructed covered Flamingo arena, both with new announcers' booths. The other two arenas are used for practice or warm-up exercises prior to competing. In addition, there are eight barns with forty individual stalls, for a total of 320 stalls. Barns and stalls are constructed of heavy metal that sits on block footings. Each stall has locking Dutch doors. There are existing holding pens and cattle chutes for loading and unloading livestock. The site includes restrooms, lighting, grandstands, show office, announcer's booth, RV and trailer parking and an animal wash rack. A facility wide public address system also exists on site.

8. Section III: Scope of Work, Page 4, Letter A.

Original Written

CONTRACTOR shall use the facility for the operation and management of equestrian events, equestrian related events or special events.

Revised to Read

CONTRACTOR shall use the facility for the operation and management of equestrian and rodeo events, or equestrian related special events. Any ancillary components to an event may not exceed the equestrian/rodeo component in time or promotion. All musical components must adhere to County Rules and Regulations.

9. Section III: Scope of Work, Page 5, Letter N

Original Written

CONTRACTOR will be responsible to repair any COUNTY facility or equipment damages caused by their use. CONTRACTOR will not make any physical alterations or improvements to site without prior approval of COUNTY.

Revised to Read

CONTRACTOR will be responsible to repair any COUNTY facility or equipment damages caused by their use or by the use of their event promoters, applicants, or permittees. CONTRACTOR will not make any physical alterations or improvements to site without prior approval of COUNTY.

10. Remove Letter Q. from Section III: Scope of Work, Page 5.

11. Section III: Scope of Work, Page 5, Letter R.

Original Written

COUNTY has the right to offer public access when there are no events scheduled.

Revised to Read

COUNTY has the right to offer public access and CONTRACTOR will accommodate public access, when there are no events scheduled.

12. Section III: Scope of Work, Page 5, Letter S. No. 3.

Original Written

Fees and charges shall be comparable to similar facilities and any increases will require COUNTY approval. See Exhibit D - Fees and charges approved by the Board of County Commissioners.

Revised to Read

Fees and charges shall be comparable to similar facilities and any increases will require COUNTY approval. See Exhibit D - Clark County Parks and Recreation Fees and Charges Schedule.

13. Section V: Compensation and Terms of Payment, Page 6, Letter A.

Original Written

COUNTY agrees to pay CONTRACTOR a one time management fee for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee amount of \$25,000. CONTRACTOR shall receive \$5,000.00, upon successful written approval by COUNTY of their Scheduled Plan of Events for year one. CONTRACTOR shall receive \$20,000.00 upon the delivery of the Operations/Marketing Plan and COUNTY's written approval within 5 working days. The COUNTY's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. CONTRACTOR shall retain net profits up to \$25,000 to be utilized as operating expenses and management fees for the following year. Any net profits remaining shall be divided as follows:

Revised to Read

CONTRACTOR shall retain net profits up to \$25,000 to be utilized as operating expenses and management fees for the current year. Any net profits remaining shall be divided as follows:

14. Section VII: Miscellaneous Provisions, Page 8, Letter B, No. 5

Original Written

Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the COUNTY's representative, copies of all deliverables as provided in Section 1 paragraph I.

Revised to Read

Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section 1 paragraph I and as provided in Exhibit A Deliverables and Milestones.

15. Section VII: Miscellaneous Provisions, Page 10, Letter L. Term of Contract.

Original Written

COUNTY agrees to retain CONTRACTOR for the period from January 19, 2010 through December 31, 2013, with the option to renew for three (3), three-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by COUNTY within the scope of this Contract.

Revised to Read

COUNTY agrees to retain CONTRACTOR for the period from January 19, 2010 through December 31, 2023.

16. Section VII: Miscellaneous Provisions, Page 10, Letter O. Notice.

Original Written

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Parks and Recreation
2601 East Sunset Road
Las Vegas NV 89120
Attn: Mindy Meyers, Recreation Manager

TO CONTRACTOR: Equine Event Management, L.L.C.
6955 North Durango Drive, Suite 1115-345
Las Vegas, Nevada 89149
Attn: Rosemarie DeLecce

Revised to Read

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Parks and Recreation
2601 East Sunset Road
Las Vegas NV 89120
Attn: Director and Assistant Director, Department of Parks and Recreation

TO CONTRACTOR: Equine Event Management, L.L.C.
6415 South Fort Apache Road #185-104
Las Vegas, Nevada 89148
Attn: Rosemarie DeLecce

17. Exhibit A Deliverables and Milestones, Page A-1, Deliverables, No. 1.

Original Written

Event Schedule (Events per year.) - Contractor shall provide a quarterly projected list of events. The list is to be updated monthly for the first six months of the contract and annually thereafter and must have written approval by the County prior to implementation.

Revised to Read

Event Schedule (Events per year.) - CONTRACTOR shall provide a quarterly projected list of events. The list is to be updated monthly for the first six months of the contract and annually thereafter and must have written approval by COUNTY prior to implementation or CONTRACTOR may provide a current, up to date, schedule of events on their website, to be reviewed by COUNTY.

18. Exhibit A Deliverables and Milestones, Page A-1, Milestones.

Original Written

DELIVERABLE	DUE DATE
Event Schedule	Within 30 days of award and on the 15 th day of each quarter beginning on April 15 th for the duration of the contract.
Operations/Marketing Plan	March 15, 2010 and January 15 th of each year for the duration of the contract.
Quarterly Financial Statements	April 15, July 15, October 15, January 15 of each year for the duration of the contract.
Customer Survey	April 15 th of each year for the duration of the contract.
Year End Statement	January 15 th of each year for the duration of the contract.
Program Assessment Plan	January 15 th of each year for the duration of the contract.

Revised to Read

DELIVERABLE	DUE DATE
Event Schedule	Within 30 days of award and on the 15 th day of each quarter beginning on April 15 th for the duration of the contract.
Operations/Marketing Plan	January 15 th of each year for the duration of the contract.
Quarterly Financial Statements	April 15, July 15, October 15, January 15 of each year for the duration of the contract.
Customer Survey	April 15 th of each year for the duration of the contract.
Year End Statement	January 15 th of each year for the duration of the contract.
Program Assessment Plan	January 15 th of each year for the duration of the contract.

19. Exhibit D, Fees and Charges Schedule per Amendment 1 has been replaced in its entirety with Revised Exhibit D, Clark County Parks and Recreation Fees and Charges Schedule attached hereto.

20. The revisions contained herein are effective as of January 1, 2022.

This Amendment No. 1 represents a no cost change.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

CONTRACTOR:
EQUINE EVENT MANAGEMENT,
L.L.C.

By: _____
JESSICA COLVIN
Chief Financial Officer

By: 
ROSEMARIE DELECCE
Managing Partner

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

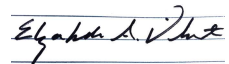
By: 
ELIZABETH VIBERT
Deputy District Attorney

EXHIBIT D
CLARK COUNTY PARKS AND RECREATION
FEES AND CHARGES SCHEDULE

SECTION I - PROVISIONS

PURPOSE

The Department of Parks and Recreation offers no-cost, low-cost and at-cost inclusive programs and services that provide youth with safe environments after school; promote health and wellness for residents of all ages; provide opportunities for social interaction; increase environmental awareness and stewardship; and celebrate the diversity of our community through visual and performing arts. Most no-cost and low-cost offerings are supported by the department's general fund allocation. Base service levels are supplemented by subsidized and/or self-supporting fee-based programs. This schedule denotes uniform fees and charges for supplemental programs and services offered by Clark County Department of Parks and Recreation.

AUTHORITY

The Department of Parks and Recreation (Department) reviews the Schedule of Fees and Charges on an annual basis and makes recommendations to the Board of County Commissioners (BCC) based on changes in facility, staff and operational costs, customer feedback and service demand fluctuations. The Board of County Commissioners (BCC) review and, by resolution, authorizes the Department to collect these fees and charges.

GENERAL PROVISIONS

After authorization by the BCC, the Director of Parks and Recreation is not authorized to waive or modify any fees in this schedule.

The Director of Parks and Recreation reserves the right:

- To negotiate with participants, user groups or concessionaires to offset any additional costs of any activity with COUNTY including administrative fees, facility cleanup or damage, staff services, traffic control and security or police services when the user's event requires these services. Fees shall not be less than the fees and charges noted within this Schedule. Revenue generating activities at Clark County facilities are subject to additional charges to ensure costs incurred by COUNTY are recovered. When appropriate, the Department may also negotiate a percentage of sales with vendors to recover or offset costs incurred by COUNTY.
- To establish temporary developmental rates, and to engage in promotional and marketing activities to enhance Departmental programs. These rates include, but are not limited to, use of discount coupons and free admission days.
- To schedule or offer public programs and/or special events that may affect the use of parks or pre-empt regular operation or programming.
- To take necessary action to protect the health and safety of the public at all times and to maintain proper management in relation to the usage of Department facilities and to determine designated areas of use.
- To limit use and scheduling based on budgetary limitations, the number of requests, or the impact of use on the facilities.

EXHIBIT D
CLARK COUNTY PARKS AND RECREATION
FEES AND CHARGES SCHEDULE

SECTION I - PROVISIONS

PURPOSE

The Department of Parks and Recreation offers no-cost, low-cost and at-cost inclusive programs and services that provide youth with safe environments after school; promote health and wellness for residents of all ages; provide opportunities for social interaction; increase environmental awareness and stewardship; and celebrate the diversity of our community through visual and performing arts. Most no-cost and low-cost offerings are supported by the department's general fund allocation. Base service levels are supplemented by subsidized and/or self-supporting fee-based programs. This schedule denotes uniform fees and charges for supplemental programs and services offered by Clark County Department of Parks and Recreation.

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- To schedule or offer public programs and/or special events that may affect the use of parks or pre-empt regular operation or programming.
- To take necessary action to protect the health and safety of the public at all times and to maintain proper management in relation to the usage of Department facilities and to determine designated areas of use.
- To limit use and scheduling based on budgetary limitations, the number of requests, or the impact of use on the facilities.

We ask that patrons:

- Follow all park rules including specific rules for individual parks or facilities. Inappropriate use is subject to misdemeanor penalties under County Code (19.04.080) as well as cancellation of use and forfeiture of all fees, charges and deposits. Park rules are listed separately and can be found at:
https://www.clarkcountynv.gov/government/departments/parks_recreation/parks_trails/rules_regulations.php.
- Be responsible for all added amenities required for their use, i.e.; portable restrooms, dumpsters, security, fencing, power, etc. Users will also be responsible to pay the actual cost of repair of any damages incurred by their activity or group.
- Obtain and provide proof of all permits and licenses required for your event/activity in accordance with local, state and federal laws.
- Provide an indemnity agreement, liability insurance, cleaning deposits, and/or security deposits as required, based on the type of activity.

SECTION II – APPROVED FEES AND CHARGES (Only applicable portions thereof)

RV PARKING FEES

RV Parking is allowed only at designated special facilities and will be charged a rate of \$10/day/unit without electrical hookup and \$15/day/unit with electrical hookup. Shooting Complex camping fees are listed separately. All requests must have prior approval to park at any Clark County Special Facility. No dumping of grey or black water is permitted unless dump stations have been provided.

SECTION II – MISCELLANEOUS PROVISIONS (Only applicable portions thereof)

COMMUNITY RATES

Community use includes exclusive use for private gatherings such as birthday parties, picnics, and meetings or events that are not open to the public and where admission for entry and/or participation fees is not being charged. The community rate is discounted from the standard commercial rate.

COMMERCIAL RATES

Commercial use includes all other exclusive uses that do not meet the criteria for community use as defined above.

CONCESSIONS

Concessions may be sold through an organized event only and must be processed through COUNTY by an event organizer. Individual vendor or concession solicitation is prohibited. Rates are as followed:

Non-profit vendor \$50/unit/day

For profit vendor \$100/unit/day

FEE EXEMPTIONS

Other local governmental agencies, defined by NRS 237.050 as political subdivisions of this state, including, without limitation, a city, county, irrigation district, water district or water conservancy district, will receive an exemption of rental fees for use of County facilities based on an understanding of COUNTY receiving a mutual use benefit. Any COUNTY hard costs such as staff or equipment use will require payment in full.

SECURITY

Security requirements for use will be based on group size. Group use thresholds that require security are shown below. If security is required, a security plan must be submitted and approved by COUNTY prior to scheduled activity. Additional security requirements may apply depending upon the nature of the activity, distribution of alcoholic beverages, and/or during periods of high security alert. A per hour security rate will be assessed according to current contract conditions for private security guard services.

Number in Group Guards	Required
01 – 100	0
101 – 250	2
251 – 350	3
351 - 450	4
451 & over	4 + 1 for each additional 100 persons

GENERAL PROVISIONS:

Users must follow all park rules including specific rules for individual parks or facilities. Park rules are listed separately. Inappropriate use is subject to misdemeanor penalties under County Code (19.04.080) as well as cancellation of use and forfeiture of all fees, charges and deposits.

Any activity must obtain, and provide proof of, permits from the Southern Nevada Health District, Clark County Business Licensing or other public agency as required. All activities must follow all local, state and federal laws.

An indemnity agreement, liability insurance and/or cleaning/security deposits may be required for any group regardless of group size or activity.

CLARK COUNTY PARKS AND RECREATION RULES

https://www.clarkcountynv.gov/government/departments/parks_recreation/parks_trails/rules_regulations.php

GENERAL RULES:

- The majority of Clark County Parks are open from 6 a.m. to 11 p.m. and all persons shall leave the park facility no later than 11 p.m., except with the approval of the Director of Parks & Recreation or designee. Please Note: Lone Mountain Park is open from 6 a.m. to 10 p.m. (The lights in the equestrian parking lot will remain on until 10:30 p.m. to facilitate horse trailer loading).
- Dogs and cats under the control of a handler and on a leash no longer than six (6) feet are allowed in County parks. All other animals are prohibited without permission from the Director of Parks & Recreation or designee. No animals (except trained service animals) are allowed in buildings. Any individual(s) engaged in conducting animal shows, events, or obedience schools require permission from the Director of Parks & Recreation or his/her designee to schedule such events at any Clark County facility.
- No motor vehicles are allowed or permitted off roadways or parking lots in the parks without permission from the Director of Parks & Recreation or designee. Bicycle and moped operators will adhere to all regulations governing motor vehicles
- Parking is permitted only in designated areas. Any vehicle left overnight in any County park is subject to citation and towing.
- All groups will confine themselves to their reserved area. Absolutely no County equipment, picnic tables, trash cans, etc. may be moved from or into an area without permission from the Director of Parks & Recreation or designee
- Special facilities, i.e., archery range, model boats, model carts, etc., have rules designed and posted for those particular areas. Please refer to and adhere to posted rules.

- In addition to possible misdemeanor penalties under Clark County Code, Section 19.04.080, any violation of a facility rule may result in the cancellation of permits and forfeiture of all service charges and deposits.

PROHIBITED:

- Excessively loud music from external or internal vehicle speakers or portable radios. Excessively loud music is defined as music at a level that annoys other park users or park neighbors.
- Discharging of any firearms, or carrying, possessing, or discharging any firecrackers, rockets, torpedoes, or other fireworks, slingshots, boomerangs within any County facility or park without written approval from the Director of Parks & Recreation or designee.
- Fires, other than those in picnic stoves, grilles, braziers, or fire pits provided for that purpose or as approved by the Director of Parks & Recreation or designee.
- Consumption of alcoholic beverages except in designated areas. It is prohibited to consume alcoholic beverages on roadways, parking lots, playgrounds, swimming pools, athletic fields, tennis courts, community centers, and at youth events without prior approval of the Director of Parks & Recreation or designee.
- Sale or bartering of goods/services, food, and/or beverages, without prior approval of the Director of Parks & Recreation or designee.
- Glass containers

MISCELLANEOUS:

- Slacklining has been deemed an appropriate activity in Clark County parks provided that participants adhere to the following guidelines:
- All lines must be removed when not in use.
- Lines must not be attached to man-made structures such as playground equipment and fitness trail elements.
- Lines must not be attached to trees less than 8" in diameter.
- All lines must be constructed so as to protect trees from any damage by using appropriate padding (i.e., carpet, sleeping pads,). Participants should check periodically to be sure that tree protection is working.
- **PUBLIC UAV OPERATION** Unmanned aircraft or UAV's (commonly referred to as Drones or remote-control aircraft) may be operated in designated parks during normal hours of operation and in accordance with all State, County, City, and federal laws and regulations. Individuals may operate unmanned aircraft only at Desert Breeze Park, Mountain's Edge Regional Park, Lone Mountain Park, Bennett Airfield, Silver bowl Park, Horseman's Park, Clark County Shooting Complex, and James Regional Park. Smaller drones designed for racing and/or maneuvers will require a special use permit available through the Parks and Recreation Department.