

CLARK COUNTY GRANT RESOLUTION AND DONATION AGREEMENT

This **RESOLUTION** and **AGREEMENT** for a donation (“Resolution and Agreement”) is entered into between CLARK COUNTY, a political subdivision of the State of Nevada (“County”) and the Vegas Strong Fund, a non-profit corporation organized under the laws of the State of Nevada (the “VSF”), located at 10000 W. Charleston Blvd. Suite 165, Las Vegas, NV 89135,

WHEREAS, on October 2, 2019, the Clark County Board of County Commissioners (“Board”) created the 1 October Memorial Committee which was tasked with developing ideas and recommendations for the creation and implementation of the Forever One Memorial (“Memorial”);

WHEREAS, on September 5, 2023, the Board selected the submission of JCJ Architecture, PC as the primary design concept for the Memorial and dissolved the 1 October Memorial Committee;

WHEREAS, on April 2, 2024, the Board designated VSF as the non-profit corporation responsible for fundraising, designing, and constructing the Memorial;

WHEREAS, on April 2, 2024, the Board approved the transfer of one hundred forty-four thousand dollars (\$144,000) in 1 October donations collected by Clark County Parks and Recreation to VSF;

WHEREAS, on July 16, 2024, the Board granted one million dollars (\$1,000,000) to VSF to assist VSF with administrative costs related to the management and oversight of fundraising efforts, design, construction and maintenance of the Memorial;

WHEREAS, on April 1, 2025, the Board granted an additional one million four hundred thousand dollars (\$1,400,000) to VSF to assist with administrative costs relating to the management and oversight of the necessary fundraising efforts to ensure all fundraising efforts go directly to the design, construction and maintenance of the Memorial;

WHEREAS, the Board has committed significant resources to the Las Vegas Resiliency and Justice Center in support of the community;

WHEREAS, VSF has requested further financial assistance from the County to assist with the construction of the Memorial (the “Project”);

WHEREAS, the purpose of this donation will be used by VSF, as identified at **Exhibit A**, “Donation Terms and Conditions,” attached hereto and incorporated herein as if fully set forth, will provide a substantial benefit to the inhabitants of the County;

WHEREAS, pursuant to NRS 244.1505, the Board may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County;

WHEREAS, VSF agrees to the Funds as required by the terms and conditions set forth in this Resolution and Agreement; and

NOW, THEREFORE, BE IT RESOLVED that the County grants ten million dollars (\$10,000,000) to VSF for the construction of the Memorial, subject to the following conditions and limitations of this Resolution and Agreement.

NOW THEREFORE, IT BE FURTHER RESOLVED, that the Board has determined that the purpose for which these Funds will be expended will provide a substantial benefit to the inhabitants of Clark County.

1. Use of Funds:

The County will provide ten million dollars (\$10,000,000 (the “Donation” or “Funds”) to VSF to assist with the construction costs for the Memorial during the period from February 1, 2026, through October 1, 2028 as outlined in **Exhibit A**, “Donation Terms and Conditions.”

VSF will provide all services, including personnel and materials, to operate and manage the Project in accordance with **Exhibit B**, Scope of Project, attached hereto and incorporated herein as if fully set forth. Changes in “Scope of Project,” as described in **Exhibit B**, must receive prior written approval from the County.

VSF has provided the County with a proposed construction budget for Phase 1A as described in the Scope of Project, See **Exhibit C**, attached and incorporated herein. The Funds shall only be used for the construction of Phase IA. Any changes to the proposed budget must be approved in writing by the County.

Prior to disbursement of Funds, VSF will provide a monthly Request for Reimbursement (RFR) Form, substantially in the form attached hereto as Exhibit D), supported by a AIA Form G702 signed by the Project Architect. At the close of each quarter, beginning March 31, 2026 through October 1, 2028, VSF will provide the status of the fundraising efforts for the construction, operation and maintenance of the Project. The County reserves the right to request additional information to ensure that the Funds are being used to achieve Project outcomes and performance measures.

2. Ownership, Operation and Maintenance of the Memorial:

- a. Ownership of the Memorial upon completion shall vest in VSF and is not to be the property of the County.
- b. The Memorial will be open to the public and must be open and in operation for a minimum of thirty (30) years. If the Memorial ceases to be open to the public and operate as a Memorial, VSF shall repay the County the proportional share based on the number of years VSF failed to operate the Memorial in accordance with this Resolution and Agreement.

- c. The responsibility for the long-term operation and maintenance of the Memorial shall rest with VSF or its designee and the Funds shall not be used for ongoing maintenance. The County is not responsible for any operation or maintenance of the Memorial. VSF shall provide the County with a written long-term maintenance plan, acceptable to the County prior to the execution of the construction agreement and distribution of any Funds for the payment of construction costs for the Project.

3. General Conditions:

- a. VSF will obtain any and all state, and local permits and licenses required to operate the Project and will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any County ordinance or state statute.
- b. The County will require VSF to be bound by all County ordinances and state statutes, as required.
- c. VSF has requested the financial support of the County to enable VSF to construct the Project contemplated in accordance with Exhibit B, "Scope of Project," attached hereto. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Agreement and Resolution. To the extent, if at all, any relationship to such services on the part of the County may be claimed or found to exist, VSF shall be an independent contractor only.

Nothing in this Resolution and Agreement is intended to appoint VSF as an agent of the County. The County Manager has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing, VSF an agent of the County.

- d. VSF may not assign or delegate any of its rights, interests, or duties under this Resolution and Agreement without the prior written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.
- e. VSF shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Project as the reviewing entity deems to be appropriate in order to determine:
 - 1. Whether the objectives of the Project are being achieved;
 - 2. Whether the Project is being operated in an efficient and effective manner;

3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
4. Whether the financial operations of the Project are being conducted properly;
5. Whether the periodic reports to the County contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of state laws and regulations and this Resolution and Agreement.

Visits by the County or independent auditors contracted by the County shall be announced to VSF in advance of those visits and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all the books, documents, papers, and records of VSF which relate to the Project. Such persons may interview VSF's representatives about such documents or the services rendered concerning the Project.

- f. VSF shall protect, defend, indemnify, and hold harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Resolution and Agreement. VSF's obligation to protect, defend, indemnify, and hold harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorney' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the provisions of this Resolution and Agreement. If the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to VSF. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of VSF.
- g. VSF will not use any Funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation. VSF will notify the County of any legal action which is filed by or against it with respect to the Project.
- h. To the extent permitted by law, VSF shall not institute any action or suit at law or in equity against the County, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known, or unknown, past, present, or future, arising out of, in any way, the terms of this Resolution and Agreement.

- i. No officer, agent, consultant, or employee of VSF may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
- j. No officer, agent, consultant, or employee of VSF may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.
- k. No officer, agent, consultant, or employee of VSF may participate as an agent of VSF in the negotiation or execution of any contract between VSF and any private business in which he or she has a financial interest.
- l. No officer, agent, consultant, or employee of VSF may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
- m. No officer, agent, consultant, employee, or elected or appointed official of the County, or VSF, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.
- n. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.
- o. None of the Funds to be paid under this Resolution and Agreement shall be used for any partisan political activity or to support or defeat legislation pending before the U.S. Congress.
- p. If VSF engages in inherently religious activities, such as worship, religious instruction, or proselytization, then VSF, as a recipient of County Funds, and in connection with public services offered through the Project, VSF must adhere to the following stipulations:
 - 1. VSF must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the Project or services funded by this Resolution and Agreement;
 - 2. If VSF conducts such activities, the activities must be offered separately, in time or location, from the Project, and participation must be voluntary for the beneficiaries of the County-funded Project or services;

3. VSF shall not, in providing Project assistance, discriminate against a Project beneficiary or prospective Project beneficiary based on religion or religious belief; and
4. VSF shall post a notice, in an area easily accessible and conspicuous to its proposed client population, announcing that participation in religious worship, religious instruction, or proselytization is voluntary and not required to receive services. Such a notice may welcome participants to participate in any worship services, religious instruction, or proselytization activities by announcing the dates, times, and locations of such activities, but shall explicitly state that such participation is purely voluntary.

4. Financial Management:

- a. VSF shall record all costs of the Project by budget line item which shall be supported by adequate source documentation, including detail general ledgers, payroll registers, time records, invoices, contracts, bank statements, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time, during normal business hours, VSF's financial transactions with respect to the Project 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, and files. VSF personnel shall cooperate and facilitate all audit requests pertaining to such financial transactions necessary to complete the audit.
- b. Copies, excerpts, or transcripts of all documents and records, including detail general ledgers, payroll registers, time records, invoices, contracts, bank statements, and other accounting documents concerning matters that are reasonably related to the Project will be provided upon request.
- c. Funds remaining unexpended on October 1, 2028, are required to be returned to the County within thirty (30) days; provided, however, that if the construction of the Project has not been completed, or if not all of the Funds have been disbursed, by October 1, 2028, the County shall grant VSF an additional six (6) months in which to complete the Project or disburse the Funds owed for the construction of the Project.
- d. VSF shall not make any changes in the Scope of Project in Exhibit B without prior written approval of the County.
- e. Expenditures by VSF from the Funds will be accounted for separately from all other revenue sources.

5. Term of Agreement Expiration, Modification, or Revocation of this Resolution and Agreement:

- a. This Resolution and Agreement will commence upon its approval and signature by all parties and shall expire on October 1, 2028, unless extended as provided herein, thereby terminating any further disbursements of the Funds.
- b. If VSF fails to fulfill in a timely and proper manner its obligations under this Resolution and Agreement, or if VSF violates any of the conditions or limitations of this Resolution and Agreement, the County may with thirty (30) days written notice suspend or revoke this Resolution and Agreement and may terminate its participation in the Project at any time for convenience and require VSF to reimburse the County for any unauthorized expenditures and return any unspent Funds.
- c. Upon the expiration or revocation of this Resolution and Agreement, VSF shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

6. Miscellaneous Provisions:

- a. The Resolution and Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
- b. Each Party represents that it has the authority to enter into the Resolution and Agreement and that the execution of this Resolution and Agreement does not violate any other agreement or legal obligation.
- c. This Resolution and Agreement may be amended only in writing signed by both parties.
- d. This Resolution and Agreement constitutes the entire understanding between the Parties regarding the Donation.
- e. If any provision is determined to be invalid, the remaining provisions shall remain in effect.
- f. VSF may not assign this Resolution and Agreement without the prior written consent of Clark County.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Resolution and Agreement as of the date first written above.

CLARK COUNTY, NEVADA

VEGAS STRONG FUND
A Nevada non-profit corporation

Jan Jones Blackhurst

JAN JONES BLACKHURST
President

MICHAEL NAFT
Chair, Board of County Commissioners

ATTEST:

LYNN MARIE GOYA
County Clerk

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

Lisa Logsdon

LISA LOGSDON, County Counsel

**EXHIBIT A
CLARK COUNTY
DONATION TERMS AND CONDITIONS**

In addition to the terms in the Resolution and Agreement, the following terms and conditions apply to the use of the Donated Funds:

Distribution of Funds and Required Milestones

The Funds shall only be used for the construction costs of the Project. The Funds are not to be used for any administrative or staffing cost of VSF and shall be used specifically for construction costs related to the Memorial.

The Funds will be distributed upon the following schedule and receipt of the County's satisfactory documentation of the expense or proposed expenses as required under Section 1 of the Resolution and Agreement:

Building Permit. Once VSF obtains a building permit for Phase IA, Clark County shall provide \$2,500,000 of the Funds to VSF. VSF will report the expenditure of these funds by budgeted line item in the monthly Request for Reimbursement (RFR) Form (Exhibit D).

Construction Contract Awarded. Once VSF provides the executed construction contract, the County will provide \$2,500,000 of the Funds to VSF. VSF will report the expenditure of these funds by budgeted line item in the monthly RFR Form (Exhibit D).

Reimbursement of Construction Contract. Once construction commences, VSF may request additional distributions for work performed under the construction contract up to the remaining amount of the Funds. VSF will provide a monthly RFR Form (Exhibit D), supported by the current version of AIA Form G702 signed by the Project Architect. This shall include detailed reports and receipts of the completed work prior to any distribution of Funds by the County.

If the County determines that VSF has not made substantial progress towards the completion of Phase 1A described in Exhibit B, the Parties shall work together to revise the Project to ensure that the Funds will be used to construct an appropriate memorial.

Expediated Fees

Upon the sole discretion of the County Manager, the County Manager may waive any expedited fees required to be paid to the County for the Project. The County cannot waive any fees if the fees are distributed to another entity other than Clark County.

EXHIBIT B
VEGAS STRONG FUND
FOREVER ONE MEMORIAL
SCOPE OF PROJECT

Project Description:

The Memorial will be located on two acres of the festival grounds at the corner of Reno Avenue and Giles Street. The Memorial, as developed in 3 phases, will feature a Prelude, Remembrance Walk, Angel Wall, Tower of Light, Community Plaza, Raised Planters, Amphitheater, Support Building, Parking Lot, and other ancillary features.

Phase Descriptions

Phase IA — \$22 million

Delivers the foundational memorial elements, including the Remembrance Ring with 58 Candles, Angel Wall, and the initial phase of the Community Plaza incorporating select walkways, poured paving, and desert landscaping with shade trees; donor recognition features; and all supporting infrastructure required for public access, security, and long-term operation. Phase IA also includes the structural, utility, and site provisions necessary to integrate future enhancements in Phase IB and Phase II without disruption to completed work. See Exhibit C for the proposed Construction Budget.

Phase IB — \$7 million

Phase IB completes the Community Plaza, transforming the memorial grounds into a fully realized civic and contemplative gathering space. This phase includes expanded hardscaping and circulation, a dedicated amphitheater for reflection and community programming, the Tim Bavington sculpture installation, and a series of geometric storytelling arcs that guide visitors through the memorial narrative. Phase IB also delivers additional landscaping, shade elements, and raised planters designed to support layered storytelling and interpretive features, building upon the foundational infrastructure established in Phase IA.

Phase II — \$5 million

Phase II completes the memorial vision with the Tower of Light, a signature illuminated vertical feature that serves as the visual and symbolic focal point of the site. This phase includes construction of the tower structure and integrated lighting elements, designed to build upon prior phases and be added without disruption to existing memorial features.

EXHIBIT C

PROJECT BUDGET

Agency Name: Vegas Strong Fund			
Project Name: Forever One Memorial			
Proposed Project Budget			
Category	County Donation Funds	Other Sources	Total
Design & Professional Services Fees			
	\$ 0	\$ 1,823,325.00	\$ 1,823,325.00
Permits and Fees			
	\$ 561,980.00	\$ -	\$ 561,980.00
Construction Costs			
Pre-Construction Services	\$ 124,770.00	\$ -	\$ 124,770.00
General Conditions & Requirements	\$ 2,190,391.56	\$ -	\$ 2,190,391.56
Construction Costs	\$ 7,122,858.44	\$ 9,749,636.11	\$ 16,872,494.55
Furniture, Furnishings & Equipment (FF&E)	\$ -	\$ 119,871.53	\$ 119,871.53
Operating Supplies and Equipment (OS&E)	\$ -	\$ 58,440.83	\$ 58,440.83
Mock Up - Sample Candle	\$ -	\$ 26,034.48	\$ 26,034.48
Mock Up - Angel Wall Finish w/ Letters	\$ -	\$ 15,000.00	\$ 15,000.00
Attic Stock - 2 Extra Candles for Storage	\$ -	\$ 52,068.97	\$ 52,068.97
Caliche Removal Allowance	\$ -	\$ 150,000.00	\$ 150,000.00
Total Project Costs	\$ 10,000,000	\$11,994,376.91	\$21,994,376.91

