

CLARK COUNTY, NEVADA
OPERATION AND MANAGEMENT OF HORSEMAN'S PARK
RFP NO. 606759-23

AEC MANAGEMENT GROUP LLC
NAME OF FIRM
Megan McGill Event Manager/Owner
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
17300 E. Annadale Sanger, CA 93656
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(209) 614-9355
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
megan@azhlp.com
E-MAIL ADDRESS

OPERATION AND MANAGEMENT OF HORSEMAN'S PARK

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and AEC MANAGMENT GROUP LLC. (hereinafter referred to as PROVIDER), for Operation and Management of Horseman's Park (hereinafter referred to as SERVICE).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the SERVICE within the required schedule and

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through December 31, 2027, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION

A. Compensation

1. PROVIDER agrees to pay COUNTY for the performance of services described in the Scope of Work (**Exhibit A**). It is expressly understood that the entire work defined in **Exhibit A** must be completed by the PROVIDER and it shall be the PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire SERVICE is completed.
2. PROVIDER shall provide COUNTY within sixty (60) calendar days prior to contract renewal date, a written request for any increase or decrease in prices, if applicable. PROVIDER shall not implement any price increases prior to receiving written approval from COUNTY.
3. PROVIDER, upon execution of this Contract, shall pay COUNTY a monthly fee of \$2,500 ("Management Fee"), with a 5% year over year increase for the renewal periods, due on the 1st of each month. Payments will begin April 1, 2024 at \$5,000 per month for three (3) months, thereafter PROVIDER shall pay COUNTY a monthly fee of \$2,500.
4. The monthly fee paid to COUNTY shall not have been offset by any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity on PROVIDER or COUNTY.
5. PROVIDER shall keep full and accurate books and records showing all of its said revenue and expenses, and COUNTY shall have the right, through its representatives, and at all reasonable times, to inspect all such records as may be necessary to verify the gross revenue and expenses, as reported, including State of Nevada sales tax return records. PROVIDER agrees that all such records and instruments are and shall be made available to COUNTY at the Assigned Area for at least a three (3) year period following the end of each annual period of this Contract. In the event that COUNTY detects error in fees in favor of COUNTY during such inspection, cost of inspection will be the responsibility of PROVIDER.
6. Without waiving any other right of action available to COUNTY in the event of default in payment of any and all amounts hereunder, in the event that PROVIDER is delinquent for a period of one (1) calendar month or more in paying to COUNTY any fees payable to COUNTY pursuant to this Contract, PROVIDER shall pay to COUNTY interest thereon at the maximum allowable rate by law per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being formally contested in writing and in good faith by PROVIDER.

7. Payment to COUNTY shall be monthly. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included in the commission report. PROVIDER must submit a new invoice for the undisputed amount. Upon mutual resolution of the disputed amount PROVIDER will submit a new payment for the agreed to amount.
8. COUNTY prefers electronic payment. Payments will be deposited directly into our bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

B. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the SERVICE shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the SERVICE shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

- E. PROVIDER shall be responsible to ensure the clean-up, tidiness, care, and appropriate use of rental areas during and after each event.
- F. PROVIDER shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- G. Failure on the part of PROVIDER to maintain barn, arena, building and facility will be billed by COUNTY accordingly.
- H. The operations of PROVIDER, its employees, invitee's, suppliers, and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of PROVIDER shall conduct themselves at all times in a courteous manner toward COUNTY employees and constituents in accordance with the rules, regulations and policies developed by PROVIDER.
- I. PROVIDER shall submit an Operational Management Plan annually, or as requested by COUNTY, to the Parks & Recreation Department for review. The Operational Management Plan should include:
1. Marketing: Unique or innovative marketing programs and strategies that will be utilized to attract participation to Horseman's Park.
 2. Revenue: Estimated total revenue/cost management for Horseman's Park operations for following year of operation.
 3. Annual Financial Statements (including annual income statement; balance sheet; and annual profit and loss statements).
 4. Assessment: Summary of results from event and user surveys, with proposed action items.
 5. Operating and Staff Hours: The hours of operation and staffing shall be mutually agreed upon between the PROVIDER and COUNTY, with any changes approved by the Director of Parks and Recreation.
 6. Schedule / Calendar: semi-annual schedule or calendar of events for Horseman's Park.
 7. Security Plan: PROVIDER shall outline proposed safety and security protocols and procedures to be implemented and approved by the Director of Parks and Recreation. Any requests for additional security by COUNTY, will be facilitated and paid by COUNTY. Any additional security requested by a promoter of an event shall be facilitated and paid for as part of the agreement between PROVIDER and the promoter.
 8. Emergency Plan: In an emergency, natural or otherwise, it is the responsibility of PROVIDER and the user groups to determine the risk and ensure the safety of event participants and animals. If the emergency is caused by an individual or group using the facility, then any damage or repair will be assessed to them directly. In this case, PROVIDER may be involved in determining damages. Each user group must provide insurance for their event. If there is damage to the facility due to a natural emergency or natural event, then COUNTY will be responsible for assessing the damage, securing the area, and making the repairs.
 9. Hiring Strategy: All hired representatives of AEC Management Group LLC will meet all legal criteria required by COUNTY and/or State of Nevada.
- J. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- K. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY'S review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.

- L. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other SERVICE conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- M. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Justin Williams, Assistant Manager (702) 455-8194 or Trey Smith, Senior Management Analyst (702) 455-8822 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 PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. UTILITIES AND SERVICES
COUNTY shall provide and pay for services to the appropriate public utilities and services required for operating the park, but not limited to:
 - 1. Republic Services trash pick-up and removal
 - 2. Water
 - 3. Electricity and Lighting
 - 4. Sewer
 - 5. Gas
 - 6. Telephone
 - 7. Computer Cabling
 - 8. Cable TV and Wi-Fi connections, if required
 - 9. Fire protection and fire suppression equipment
- E. COUNTY will provide portable restrooms, if and when on site restrooms are inoperable. PROVIDER is responsible to rent any additional portable restrooms necessary or required to host large events.
- F. COUNTY will allow PROVIDER the use of available trash cans on site, however, PROVIDER 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.

- G. COUNTY will provide for general maintenance, up-keep, and utility costs.
- H. COUNTY will be responsible for routine cleaning and trash disposal at Horseman's Park.
- I. COUNTY will be responsible for grooming of arenas and on-site coordination of arena drags and watering with PROVIDER.
- J. COUNTY will be responsible for cleaning of stalls and pens and disposal of stall/pen waste before, during, and after all events.
- K. COUNTY and PROVIDER shall coordinate schedule for the preparation and maintenance before and cleanup after events. Assigning of maintenance staff shall be at the sole discretion of the COUNTY.
- L. COUNTY will provide PROVIDER with office space on site, as available.
- M. COUNTY will provide a secure location within Horseman's Park for PROVIDER'S equipment.
- N. COUNTY will operate and maintain any and all COUNTY equipment that is reasonably necessary to maintain the facility.
- O. COUNTY may furnish and equip the facility with fixtures, furnishings, and other personal property for the facility (collectively, "COUNTY Property"). PROVIDER may use the COUNTY Property, if any, exclusively at the facility and shall not remove the same for any reason.
- P. COUNTY will retain all equipment installed by COUNTY in the case of termination for cause, convenience or non-renewal.
- Q. COUNTY will provide parking on the premises for visitors, vendors, demonstrators and employees.
- R. COUNTY will be responsible for all parking lot dust abatement mitigation and any required permits. PROVIDER will Schedule water truck with COUNTY Maintenance for event needs and will obtain any necessary permits. PROVIDER is responsible for all dust abatement mitigation and any required permits related to events or activities scheduled by PROVIDER, except for areas noted as COUNTY responsibility (parking lots).
- S. COUNTY may promote PROVIDER events through its own outreach processes and may consult with PROVIDER as to any necessary logos, title or image representations and information.
- T. From time to time and as often as reasonably required, COUNTY shall conduct appropriate tests of any fire extinguishing apparatus located on the premises. PROVIDER shall assist in keeping in proper functioning order all firefighting equipment located at the facility.
- U. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- V. PROVIDER shall not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the SERVICE in accordance with Exhibit A of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the SERVICE completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER 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 V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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
Attn: Assistant Manager
2601 E. Sunset Road
Las Vegas, Nevada 89120
prhorsemanspark@clarkcountynv.gov

TO PROVIDER: AEC Management Group LLC.
Attn: Event Manager
17300 E. Annadale
Sanger, California 93657

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Background Check

PROVIDER is responsible for and agrees, designated staff, as mutually agreed by the parties in good faith, must pass background checks. COUNTY reserves the right to review background checks for designated staff.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

D. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

E. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

F. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

G. Governing Law

Nevada law shall govern the interpretation of this Contract.

H. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

J. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

N. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

O. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

P. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

Q. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

R. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

S. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

T. Price Adjustment Requests

After the first year, any future proposed fees and charges shall be comparable to similar facilities and any proposed changes or increases to fees and charges will require COUNTY approval via written amendment.

U. Companies that Boycott Israel

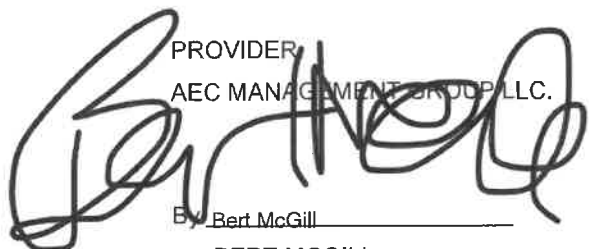
PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer
DATE

PROVIDER:
AEC MANAGEMENT GROUP LLC.

By: Bert McGill _____
BERT MCGILL
OWNER
1-3-24
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  _____
JASON B. PATCHETT
Deputy District Attorney
1/3/24
DATE

EXHIBIT A OPERATION AND MANAGEMENT OF HORSEMAN'S PARK SCOPE OF WORK

Clark County is located in Southern Nevada and encompasses over 8,000 square miles and is the home to over 2.3 million residents. The famed Las Vegas Strip, located within COUNTY'S jurisdictional boundaries, attracts over 40 million visitors annually. COUNTY Horseman's Park, located just over seven miles east of the Las Vegas Strip, was opened in 1971 and has provided equestrian users with a regional facility to host rodeos, horse shows and other equine-related events in COUNTY for the past 52 years.

Horseman's Park, located at 5800 E. Flamingo Road, Las Vegas, Nevada 89122, is nearly 33 acres in size, with approximately one-fourth of the acreage, 8.7 acres, for public parking.

The Park currently includes:

- Main Arena that is 325' x 160' in size with lights and,
 - 1300 seat covered grandstands
 - Announcer's booth, replaced in 2021
 - Livestock pens
 - Practice / warm-up arena, 165' x 145'
 - New roping and bucking chutes
 - Restroom building

- Covered Flamingo Arena, constructed in 2021, that is 265' x 200' with lights and,
 - 600 seat grandstands under the cover
 - New Announcers booth and show office
 - Practice / warm-up arena, 185' x 135'
 - Cutting / warm-up arena, 130' x 100'
 - Livestock pens
 - New roping chutes

- Eight barns, each with forty individual stalls, for a total of 320 stalls with,
 - 12-bay horse wash rack
 - Restroom with showers for event participants
 - Some RV hook-ups, with power and water only

Horseman's Park hosts dozens of events each year. The equestrian events at Horseman's Park are diverse, featuring events such as Rodeos, Bucking Bulls, Team Roping, Barrel Racing, Gymkhana, Hunter-Jumper Shows, Local Horse Shows, as well as nationally affiliated Breed Horse Shows, multi-cultural equestrian events and Versatility Cow Horse shows. Annually, Horseman's Park hosts the Las Vegas High School Rodeo Association's rodeo events, featuring students from local Schools, as well as other Nevada youth. PROVIDER will use Horseman's Park for the operation and management of equestrian, rodeo and equestrian related events.

PROVIDER shall provide for the operation and management of events and day-to-day uses at Horseman's Park to maximize the use of the public equestrian facilities described above. Currently the hours of operation for COUNTY Facilities are 7:00 AM to 11:00 PM. Events at Horseman's Park must be over by 10:00 PM with arena lights out by 11:00 PM. PROVIDER will work in partnership with COUNTY Parks and Recreation and COUNTY Real Property Management (RPM) Departments to facilitate successful local, regional, and national events at this amazing facility.

A calendar of said events and any specifics will be provided by COUNTY. Current arena, stall and pen fees and rates are established by COUNTY and must be adhered to for the first year of operation. After the first year, any future proposed fees and charges shall be comparable to similar facilities and any proposed changes or increases to fees and charges will require COUNTY'S prior approval.

PROVIDER shall be responsible for planning, scheduling, preparing, and successfully implementing local, regional and national equine events, in coordination with COUNTY Staff, ensuring quality care of all horses, responsible for ordering and stocking shavings or other materials, safety, general upkeep and tidiness of the facility, and overall management of Horseman's Park facilities and buildings. PROVIDER shall be responsible for coordination, supervision, training, and evaluation of their operational staff. Certain responsibilities and tasks at Horseman's Park are physically demanding and requires the ability to lift a minimum of 50 pounds and work outside in all weather conditions. Additionally, regular and effective communication with all staff and COUNTY representatives is expected.

PROVIDER shall maintain, operate and market a renowned Equestrian Facility that provides for and meets that needs of local users and clubs, as well as hosts successful regional and national events. PROVIDER shall work closely with COUNTY representatives to provide expertise to enhance the operation and management of events at the facility, attract new events, market the facility to both new and existing users, and generate revenue.

Specific activities and responsibilities of PROVIDER include, but are not limited to:

- Event Scheduling, Planning, Preparation, Coordination, and Implementation
 - Prepare an annual event scheduling calendar to be provided to COUNTY on a semi-annual basis for the duration of the Contract.
 - Coordinate with promoters, clubs, vendors of food, artists, entertainers, and demonstrators for all events and ensure that all permits are obtained, including dust permits if required.
 - Create, establish, and maintain a website for the purpose of promoting Horseman's Park and allowing users to make reservations, payments and submit comments.
 - PROVIDER shall guarantee booking dates upon receipt of deposit and executed contract.
 - PROVIDER has the right to refuse any booking with appropriate justification.
 - Provide any additional or necessary equipment, not available on site, to host an event, including but not limited to generators, security equipment, lighting, fencing, panels, staging, jumps, and signage.
 - PROVIDER is the on-site event/show manager and host during all events. Clark County RPM Operations is responsible for the care and maintenance of the overall site. RPM Operations staff will be onsite or reachable during all events or shows to provide arena prep and drags as needed/requested by the show reservations.
 - PROVIDER to post approved Fees and Charges schedule on webpage.
- Administration – contract oversight, staff management, facility operations, and communication
 - Promote and market Horseman's Park to attract new events.
 - Maintain training log for all staff and facility team on equipment pertinent to their roles.
 - Maintain all building and equipment keys and logs.
 - Maintain event logs and lists of participants, vendors and promoters.

- Provide a monthly report showing the total number of events held at the facility during the month, how many events were booked, but not held and why, how many events were refused booking and why and what percentage of the monthly bookings were local events. This report shall be delivered to COUNTY by the 10th of the month following the reporting month.
- Oversee all necessary paperwork.
- Answer and screen phone calls and emails in a timely manner.
- Develop staff schedules to ensure event coverage.
- Manage office tasks and responsibilities.
- Assist with updating operation policies and procedures for Horseman's Park.
- Adhere to all policies and procedures for Horseman's Park.
- Prepare customer surveys and report results annually to COUNTY.
- Hiring, supervising, training, organizing, and evaluating Operations Staff.
- General Accounting
 - Collection of Fees and Charges.
 - Develop annual budgets to present to COUNTY representatives.
 - Prepare and submit quarterly and annual user counts.
 - Prepare and submit quarterly and annual financial statements.
 - Proposed revenue sharing options or opportunities.
 - PROVIDER shall give consideration for the waiver of arena fees for qualified school aged youth events.
- Barn and Arena Management
 - Order, unload, distribute, and keep shavings properly stocked and stored. Clark County will not assist with the unloading and distribution of shavings.
 - Coordinate stall rentals, needs, shavings and cleanings with COUNTY staff.
 - Ensure equine areas of the property are clean and organized and kept to high standard of professional appearance.
 - Address horse behavior or health complaints.
 - Address all user issues or concerns.
- Building and Facility Management
 - Report fencing, panel or other maintenance issues to COUNTY representatives.
 - Maintain cleanliness and structural well-being of all amenities at the facility.
 - Provide cleanup crew during and following each event to restock restrooms, clean floors and grounds, and empty trash. COUNTY Real Property Management (RPM) Operations will clean restrooms and the facility before each event, and it is expected that PROVIDER will return the facility in the shape following each event.
 - PROVIDER shall learn the operation of the existing PA Systems in the announcer's booths and train user groups on the proper use of the system. PROVIDER shall be responsible for checking out the system to the user group before each event and then inspecting the system following each event and documenting any issues or damages.
 - Responsible for checking in user groups using the announcer's booth, checking out keys when necessary, securing the announcer booth and keys and inspecting the announcer booths and equipment following each event.
 - Coordinate with staff on the general upkeep and care of the facility.

- Clean the Operations Office regularly, as well as the show offices and announcer's booths before and after every show or event.
- Coordinate and maintain needed signage for users and the public throughout facility.
- Professional Conduct and Performance
 - Represent COUNTY in a positive and professional manner.
 - Maintain safety in all actions and activities.
 - Promote and support an effective team environment, including adherence to effective communication practices with staff, participants, volunteers, clubs, promoters, community members and COUNTY staff.
 - Demonstrate respect, interest, and caring for program participants, volunteers, and community members.
 - Know, support, and promote the Mission, Values and Goals of COUNTY and Parks and Recreation.
 - Attend and participate in any COUNTY coordination meetings, as scheduled or needed.

2024 HORSEMAN'S PARK FEES and CHARGES

	COMMUNITY RATES	COMMERCIAL RATES
Shows & Events		
Main Arena	\$400/day	\$1200/day
Main Arena (Rodeo/Rough Stock)	\$500/day	\$1500/day
Flamingo Arena	\$600/day	\$1500/day
Flamingo Arena (Rodeo/Rough Stock)	\$750/day	\$1800/day
Event Set-Up (Arrival)	Before 2 pm – full day fee	After 2 pm – ½ day fee
Event Tear-Down (Departure)	After 2 pm – full day fee	Before 2 pm – ½ day fee
Stalls	\$15/day	\$20/day
Pen Rental (non- event, overnight)	\$15/head/day	\$20/head/day
Dumpster/Portable Restrooms	Groups will be charged at the current market rate.	
Early Move-in/Late Departure	Show members that move-in prior to the agreed upon set-up date/time or checkout beyond the agreed upon departure date/time will be charged a fee of \$25/day. Fee will be assessed to the event producer (show).	
Community Youth Events To qualify as a community youth event, it must be a sanctioned Clark County School District event OR a youth only, single day equestrian related event, for groups such as 4H or FFA.	\$50/day Arena Fee – single day event (Note: other fees, such as stall or pen fees, RV fees, vendor fees and shavings will still apply)	

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

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. No dumping of grey or black water is permitted unless dump stations have been provided.

COMMUNITY RATES:

Non-profit and/or designated 501c (3) or (4). Groups must be from Clark County, NV. Proper documentation required and must be submitted and reviewed prior to approval in determining qualifying status.

COMMERCIAL RATES:

For profit organizations and promoters or those that do not meet the criteria for community use as defined above.

**EXHIBIT B
OPERATION AND MANAGEMENT OF HORSEMAN'S PARK
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and ***any auto*** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
 8. Description: RFP 606759-23 Operation and Management of Horseman's Park (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ex): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3.
	INSURER B:	Company's
	INSURER C:	Best
	INSURER D:	Key Rating
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.		X				PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SERVICE <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		X				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		N/A			WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. RFP NO. 606759-23; OPERATION AND MANAGEMENT OF HORSEMAN'S PARK.

9. CERTIFICATE HOLDER

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS SERVICE.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFP No. 606759-23, entitled OPERATION AND MANAGEMENT OF HORSEMAN'S PARK;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
 County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
 by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.