

SEARCHLIGHT CEMETERY MAINTENANCE

LETTER OF AGREEMENT

This Agreement is made and entered into this 3rd day of march, 2021, by and between the Searchlight Museum Guild, a Nevada non-profit organization (hereinafter referred to as Guild) and Clark County, Nevada, a political subdivision of the state of Nevada (hereinafter referred to as County). Each of these entities is sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

- Whereas, Clark County owns a certain cemetery in Clark County known as the Searchlight Cemetery, and
- Whereas, Pursuant to NRS 244.292, the board of county commissioners of a county may, by any lawful means, acquire, control, maintain, enlarge or abolish its cemeteries, and
- Whereas, Clark County seeks an organization to manage and maintain the Searchlight Cemetery on its behalf, and
- Whereas, The Searchlight Museum Guild is a non-profit organization in the State of Nevada which wishes to manage and maintain the Searchlight Cemetery on behalf of Clark County.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

AGREEMENT

TERM

2. This Agreement shall become effective upon execution by both Parties and shall continue in effect for three (3) years unless terminated by the Parties as set forth in Section 5.3. The parties may renew the Agreement for one (1) additional three-year period by mutual consent. The renewal option shall be agreed upon in writing, no later than 180 calendar days prior to the expiration date.

GUILD OBLIGATIONS

- 3.1 The Guild shall be responsible for all costs, arrangements, scheduling, contracts and equipment related to maintenance of the cemetery, unless expressly assigned to County in this Agreement. Prior to making any physical alterations, design changes, additions or improvements to the cemetery, the Guild shall obtain the written approval of the directors of the Clark County Departments of Real Property Management and Parks &

Recreation. Improvements may include, but are not limited to, general site clean up, 10' x 10' gazebo installation, flagpole repair and enhancement and additional fencing. Any improvements, enhancements and or repairs shall be in accordance with applicable zoning, building and fire codes.

- 3.2 The Guild shall ensure that any organization entering the cemetery for any purpose, including its/their vendors, contractors, subcontractors, agents, and/or employees will comply with all laws, rules and regulations set forth by federal, state and local government, and that all required approvals and permits are obtained.
- 3.3 The Guild will require all vendors to obtain all required licenses and permits and to conform to all regulations, including but not limited to those Administered by Clark County Business License, Building and Fire Department, Air Quality and the Health District.
- 3.4 The Guild will ensure that all dust abatement regulations are met.

COUNTY OBLIGATIONS

- 4.1 County agrees to provide Guild access to and utilization of the Searchlight Cemetery.
 - 4.1(a) County reserves the right to control the premises, to enforce all of its rules or regulations regarding the premises, and to inspect the premises, at any time.

MISCELLANEOUS PROVISIONS

- 5.1 The Guild shall comply with the Americans with Disabilities Act of 1990 and the Drug Free Workplace Act. Additionally, it shall ensure that its suppliers, contractors or subcontractors functioning under this Agreement shall also be in compliance therewith.
- 5.2 The Guild shall indemnify, defend and hold the County, its agents, employees and officers harmless from and against any and all losses, claims, obligations, demands, assessments, penalties, liabilities, costs, damages, and reasonable attorneys' fees and expenses asserted against or incurred by the County by reason of or resulting from any alleged negligent or willful acts or omissions of the Guild, its officers, employees and agents.
- 5.3 Either Party may terminate this Agreement for convenience, provided that the termination shall not be effective until 30 days after a Party has received written notice from the other Party. This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party, without cause.

5.4 The administration of this Agreement by the County shall be by the Director of Parks and Recreation, or his designated agent.

5.5 This Agreement shall not be deemed for the benefit of any entity or person who is not a party hereto. Neither this agreement nor any interest therein may be assigned by the Guild without written approval of the County.

5.6 Each Party hereto represents, warrants and covenants to the other as follows:

1. It has full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof.

2. The execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any other governmental authority or agency, or any other individual or entity, is required in connection herewith.

This Agreement constitutes the entire agreement between the Parties and shall supersede any and all other agreements, whether oral or otherwise, between the Parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both Parties. The Agreement will be governed by and construed according to the laws of the State of Nevada. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Signatures Follow

IN WITNESS WHEREOF, the parties have signed this Agreement on this _____ day of _____, 2021.

COUNTY OF CLARK

SEARCHLIGHT MUSEUM GUILD

Marilyn Kirkpatrick, Chair Date
Board of County Commissioners

Joan M. Mesenbrink
Joan Mesenbrink, President Date
Searchlight Museum Guild

APPROVED AS TO FORM:

By: Steven Sweikert 3-5-21
Steven Sweikert Date
Deputy District Attorney