### DISCLOSURE OF OWNERSHIP/PRINCIPALS

		group .					BCM.			Contract to
Sole Proprietorship	Partnership	Compa	any	1	Corporation	Trust	Non-Profit Organization		Other	
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Number of Cla	rk County N	levada	Resident	s En	nployed:					
Corporate/Busines	s Entity Name:	Se	arch	lic	ent	Bette	rment	0	reganiz	ation
(Include d.b.a., if a	pplicable)			,	J				7	
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City, State and Zip	Code:	Sec	archi	100	int, N	P	OC Name:	NL).	(Dunlana	2000
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### **DISCLOSURE OF RELATIONSHIP**

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Kyle Kyers	Town Board Churcil	grandson	NSA
Michele Brown	Rec Assistant	grandmother	Parks+ rec
		`	
Water Reclamation District.  "Consanguinity" is a relation	Clark County, Department of ship by blood. "Affinity" is a re	lationship by marriage.	
"To the second degree of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as
Spouse – Registere	d Domestic Partners - Children	n – Parents – In-laws (first de	gree)
<ul> <li>Brothers/Sisters – F</li> </ul>	lalf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents –	In-laws (second degree)
For County Use Only:			
If any Disclosure of Relationship is	noted above, please complete the following	owing:	
	nployee(s) noted above involved in the		
	nployee(s) noted above involved in any	way with the business in performan	ce of the contract?
Notes/Comments:			
Signature			
Print Name Authorized Department Represent	ative		

## AGREEMENT FOR INSTALLATION AND DONATION OF SHADE STRUCTURE AT SEARCHLIGHT COMMUNITY CENTER

This agreement for installation and donation of shade structure ("Agreement") is entered into and is effective as of this \_\_\_ day of \_\_\_ 2025 ("Effective Date"), among CLARK COUNTY, a political subdivision of the State of Nevada ("County"), and SEARCHLIGHT BETTERMENT ORGANIZATION, a 501(c)(3) non-profit organization qualified to do business in Nevada ("Donator") (County and Donator may individually be referred to as a "Party" and collectively as the "Parties").

### RECITALS:

WHEREAS, the County owns certain real property known as Assessor's Parcel Number 243-35-601-003 known as the Searchlight Community Center, addressed as 200 Michael Wendell Way Searchlight, NV as shown in Exhibit "A" ("Property");

WHEREAS, Donator is expected to obtain a grant from T-Mobile by May 2025 for Fifty-Thousand Dollars (\$50,000) ("Grant") to install a shade structure over an existing community garden to enhance and protect the existing space and provide residents with an enjoyable outdoor environment during community garden activities;

WHEREAS, Donator desires to use the Grant to install a shade structure ("Improvements") as listed and depicted on Exhibit "B" on an existing community garden ("Community Garden") as shown on Exhibit "A" ("Project") and incorporated herein;

WHEREAS, the Community Garden is currently leased to the Board Of Regents Of Nevada System Of Higher Education ("NSHE"), on behalf of the University Of Nevada Cooperative Extension ("UNCE"); and

WHEREAS, UNCE is in support of the Project;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, it is agreed as follows:

### A. TERMS & CONDITIONS:

### 1. Clark County.

County agrees to allow the use of its power utilities to complete the Project at no cost to the Donator.

Upon completion of the Project, County shall be responsible for the repair and maintenance of the installed Improvements.

County reserves the right to remove the Improvements if it presents a safety hazard or because the cost of repair and maintenance of the Improvements becomes, in the reasonable determination of the County, unduly burdensome.

2. <u>Donator</u>. Except as otherwise provided herein, Donator agrees to provide funding for any and all costs of the Project, including, but not limited to: manufacturing, equipment, transportation, installation, labor, permit, inspection, and third-party fees, and payment for any professional or other services necessary for the completion of the Project. Donator agrees

to promptly pay any invoices for all paid services and purchased materials necessary for the Project, including services performed by engineers, architects, general contractor, inspectors and third-party quality assurance personnel, but in any event, within thirty (30) days of any invoice. Donator agrees to provide all equipment, labor, and material to install the Improvements as shown in Exhibit B. Donator agrees to indemnify the County and hold harmless the County against any mechanics liens, personal injury claims, or other claims levied against the County filed by third parties arising out of the construction, design, fabrication, installation, and/or transportation of the Project.

Donator agrees to apply for and obtain all required approvals, permits, and inspections for the Project. Donator agrees to construct the Improvements according to the structural engineering calculations, drawings, specifications, and details as shown on Exhibit B. Donator, or the contractor on Donator's behalf, shall provide the evaluation of drawings and design, consultation, inspection, construction oversight, coordination and supervision of the Project as necessary to complete the Project according to all applicable state and local codes, laws and regulations, including any terms and conditions stated in the Patent.

If applicable, Donator agrees to bid and award the construction of the Project and/or purchase the Project in accordance with Nevada law and provide the County with notification of the bid and/or purchase amount for the Project

Donator shall not retain any rights to or ownership of the Improvements and any such rights and/or ownership will vest in the County upon completion of construction.

3. Project Coordination and Completion Deadline. Donator agrees to coordinate, in cooperation with the County, the scheduling and the work necessary to construct the Improvements to ensure the efficient and orderly sequence of installation of the interdependent Project elements and in a manner not to interfere with park use and/or special events. Donator agrees to commence construction no later than sixty (60) days after receiving the grant ("Commencement Date") and complete the Project within six (6) months of the Commencement Date unless otherwise agreed upon in writing from the Director of Real Property Management.

Donator agrees to allow County to inspect the Improvements during and upon completion of the Project.

- **4.** <u>Project Meetings.</u> Participation by the Parties in project meetings scheduled from time to time shall be required as scheduled by the Design & Construction Manager or his designee.
- 5. <u>Donation.</u> The labor, material and services performed, and materials supplied hereunder are being donated by Donator. The Parties acknowledge that this Agreement does not require the County to pay for any services, material or labor to complete the Project except for the supplemental funding provided above and those services completed for repair and maintenance of the Improvements.

- **6.** <u>Insurance.</u> During the term of this Agreement, any Contractor and subcontractor used by Donator, for the design, fabrication, manufacturing, equipment, transportation and/or installation shall maintain insurance coverage as follows:
  - a) Commercial General Liability insurance and Commercial Automobile Liability insurance protecting such party in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability. The Commercial General Liability insurance policies shall name the County, its commission members, officers, and employees as additional insureds for any covered liability arising out of such party's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provision specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the County has received at least Thirty (30) day's advance written notice of such cancellation or change. Donator shall be responsible for notifying the County of such change or cancellation. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed Twenty Five Thousand Dollars (\$25,000).
  - b) Workers compensation insurance in the state of Nevada, in accordance with NRS Chapters 616A-616D, inclusive; provided, however, a party that is a sole proprietor shall be required to submit an affidavit in a form provided by Clark County indicating that the party has elected not to be included in the coverage under Chapters 616A-616D, inclusive, and is otherwise in compliance with those provisions.
  - c) If any party subcontracts for the work described, then such party shall be responsible for ensuring that its subcontractor carries these required insurances.
- 7. Permits and Governmental Approval. Donator and its contractor shall, at all times, comply with all regulations, rules, laws, codes, ordinances, and conditions and obtain any and all required permits and approvals from any government agency.
- **8.** <u>Term.</u> This Agreement shall not be effective until approved and fully executed by the Clark County Board of County Commissioners.
- 9. Termination. This Agreement may be terminated by any Party upon thirty (30) days written notice to the other Party without liability to the terminating Party. If Donator, or its contractors on behalf of Donator, does not complete the Project in a timely manner pursuant Paragraph 3 above, Donator agrees to allow the County to use its vendors to complete the Project with Donator to be responsible for payment of any and all invoices submitted by County's vendors within thirty (30) days of submission. Donator will be responsible for removing any liens placed upon the Property for services performed prior to the termination.
- 10. Notices. All notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person by hand delivery, or sent via certified mail, and addressed to the other Parties at the address set forth below until notice of change of address is provided:

CLARK COUNTY:

Clark County Department of Real Property Management

Attn: Director

500 S Grand Central Pkwy, 4th Floor

Las Vegas, NV 89155-1825

Clark County Department of Parks & Recreation

Attn: Director 2601 E Sunset Road Las Vegas, NV 89120

DONATOR:

Searchlight Betterment Organization

P.O Box 154 Searchlight, NV

### B. MISCELLANEOUS PROVISIONS:

- 1. Severability. The illegality or invalidity of any provisions or portion of this Agreement shall not affect the validity of the reminder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provisions shall not be construed as if such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable. The Parties further agree to replace any such invalid, illegal, or unenforceable portion with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the invalid, illegal or unenforceable portion.
- Warranty of Capacity to Execute Agreement. Each of the undersigned Parties hereto represents and warrants that each has the right and full authority to execute this Agreement.
- 3. **No Assignments.** The Parties shall not assign or transfer any rights under this Agreement without prior written consent of the other Parties. Any attempted assignment shall be void.
- 4. Governing Law and Venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction and venue for any action for enforcement of this Agreement exclusively in the Eighth Judicial District Court, Clark County, Nevada.
- 5. Third Party Beneficiary. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 6. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no

modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

- 7. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.
- 8. <u>Captions and Headings</u>. Captions and heading are used for reference only and shall not be used in construing or interpreting this Agreement. All recitals set forth at the beginning of the Agreement are, by this reference, fully incorporated into this Agreement. All exhibits, if any, referred to in this Agreement are deemed fully incorporated herein. As used herein (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) as the contract may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms shall be construed as though following immediately by the phrase "but not limited to"; and (iv) the terms "Party" and "Parties" refer only to the named Party or Parties to this Agreement unless the context expressly requires otherwise.
- 9. Waiver. Neither the failure of any Party to insist upon the timely or full performance of any of the terms and conditions of this Agreement, nor the waiver of any breach of any of the terms and conditions of this Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 10. <u>Further Assurances and Documents.</u> Each Party shall promptly do any act or execute and deliver any documents reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the Parties in consummating the transaction.
- 11. <u>Mutually Drafted.</u> The Parties stipulate and agree that all parties have jointly participated in the negotiation and drafting of this Agreement upon advice of their own independent counsel or that they had had the opportunity to do so, and this Agreement shall be construed fairly and equally as to all Parties as if drafted jointly by them. The Parties hereby irrevocably waive the benefit of any rule of the contract construction which disfavors the drafter of any agreement.
- 12. **No Discrimination**. In connection with the performance of work under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship. The Parties further agree to insert this provision in all contracts and subcontracts made hereunder, except subcontracts for standard commercial supplies or raw materials.

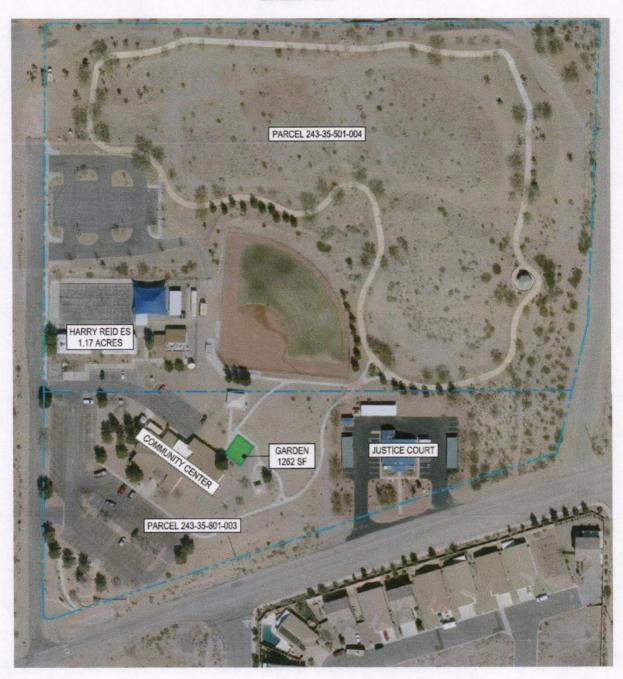
[SIGNATURE APPEARS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year shown below,

CLARK COUNTY		DONATOR	
BOARD OF COMMISSIONERS		SEARCHLIGHT BETTE ORGANIZATION	RMENT
		Kyle /Jun	3-19-25
Tick Segerblom, Chair	Date	Kyle Meyers, President	Date
ATTEST			
Lynn Marie Goya, Clerk	Date		
APPROVED AS TO FORM:			
1 11			

Nichole Kazimirovicz Deputy District Attorney

### **EXHIBIT A**



SEARCHLIGHT COMMUNITY CENTER

UNCE COMMUNITY GARDEN



# EXHIBIT B Page 1 of 6



### **PROPOSAL & CONTRACT**

PROPOSAL SUBMITTED TO:

Searchlight Community Garden

DATE: January 28, 2025

ATTN: Kyle Myers

PHONE: (702) 742-1835

EMAIL: kylemyers89046@yahoo.com

DESCRIPTION:	2025-0128 Searchlight Community Garden	PROVIDE AND INS	TALL - REGULAR WAGES
WE HEREBY SUB	MIT THE FOLLOWING PROPOSAL:		
ROVIDE			
QTY	PRODUCT	EACH	TOTAL
	Superior Shade - Quote QUO0298030		
1	Rectangle Hip Shade: 40' Length x 32' Width x (2) Columns at	\$37,683.00	\$37,683.00
	8' Entry Height, (2) Columns at 10' Entry Height,		
	(4) Columns on Base Plates + 6" Surfacing at Ø8.6" Sch-40,		
	Rafters at 7"x5" without Glide Elbows, Includes (4) Sail Fabrics		
1	Engineering: Sealed Drawings & Calculations with Fees	\$1,000.00	\$1,000.00
	Freight		\$4,274.40
	*Tax Exempt		*N/C
MATERI	ALS SUBTOTAL		\$42,957.40

Notes Quote expires March 10, 2025.

Superior Shade Lead Time are approximately 4 - 6 weeks for engineering, and 8 - 10 weeks upon completion of engineering. \*Above includes all hardware and advance anchor bolts.\*

# EXHIBIT B Page 2 of 6

#### INSTALLATION PER SCOPE ON PAGE 3

QTY PRODUCT TOTAL

1 Rectangle Hip Shade: 40' Length x 32' Width x 8'-10' Height - (4) Columns Provide and Install finish concrete for footings to meet flush with existing concrete or asphalt

SUPERIOR SHADE INSTALL SUBTOTAL

\$17,105.00

Notes

Should client choose to have any applicable building permits obtained by Park Pro Playgrounds, a \$1000 permit procurement fee shall apply. Client understands and acknowledges that this fee is in addition to any permit fees, 3rd party inspection fees, and/or soils reports needed. The aforementioned fees will be paid by Park Pro Playgrounds with full reimbursement of costs prior to installation of shade structures. Initial Here.

### \*\*\*SIXTY-THOUSAND SIXTY-TWO AND 40/100 DOLLARS\*\*\*

FOR THE SUM OF: \$60,062,40

This estimate/proposal is for all of the work and materials outlined above and cannot be subdivided due to the discounts and efficiencies of scale which are built into the above estimate. Requests to proceed with only a portion of the above work will require the approval of a separate estimate/proposal before the work can proceed. Above pricing incudes any applicable taxes, freight and delivery costs. All materials with installation shall be delivered to the Park Pro warehouse. Any materials not including installation shall be delivered to the customer jobsite. Customer is responsible for the unloading, security and storage of these materials. This bid is based upon installation of equipment on a level surface provided by customer. Customer accepts title to the property FOB factory before the carrier physically delivers the property to the customer. No levelling or prep work of surface areas is included in this bid unless specifically noted. Preparation of sub-grade to a level surface is an extra and will be billed at time and material. Hard digging costs are not included in this quote. Should a hand dig or hard dig be required additional costs of \$525 per hour shall apply. Any equipment rental costs resulting from the hard dig will be passed on to client for a reimbursement. Third party inspections are not included in the above quote; any required third-party inspections shall be contracted and paid by owner. Owner is responsible for ensuring all underground utilities and irrigation lines are clearly marked prior to commencement of installation. Park Pro shall not be responsible for damages to unmarked underground items. Pain is not responsible for customers' responsibility to maintain this perimeter. Park Pro is not responsible for customers' choice of safety surfacing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders,

PARK PRO PLAYGROUNDS:

Alyssa Domico/Ir

DATE: January 28, 2025

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#### SCOPE OF WORK ADDENDUM

CONTRACT	OR PURCHASE	ORDER	NFORMATION
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TO: Searchli

Searchlight Community Garden

INVOICE CONTRACT NAME:

2025-0128 Searchlight Community Garden

#### Exclusions:

- 1. Additional backfill, installing earth subgrade and compaction
- 2. Demolition, landscaping, sitework, curbing, sidewalks, or grading
- 3. Waterproofing or steel welding
- 4. Bid bonds
- 5. Security of jobsite
- 6. Electrical wiring or fixtures
- 7. 3rd party inspections, should they be required, are at the clients expense

#### Qualifications:

- 1. Area is assumed to be easily accessible by vehicles and/or equipment
- 2. Subbase is by others unless specifically noted on page 1
- 3. Not responsible for damage to existing landscaping/finishes
- 4. Permits to be pulled by Park Pro Playgrounds with full reimbursement of costs prior to installation of shade structures
- 5. Includes all footings, rebar, and hardware for installation

Acceptance: I acknowledge and agree	to the terms as stated above.	
ACCEPTED BY:	DATE:	
TITLE:		

6440 Sky Pointe Dr. 140-173 Las Vegas, NV 89131 Toll Free 833.886.5734 \* Fax 702.454.1223 NSCB 0052954 \$300,000 \* 0075086 \$250,000 \* 0090217 \$45,000

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#### PROPOSAL ACCEPTANCE AND TERMS

### CONTRACT OR PURCHASE ORDER INFORMATION

TO: Searchlight Community Garden

INVOICE CONTRACT NAME:

2025-0128 Searchlight Community Garden

Payment Terms: Payment arrangements may be made via Cash, Credit Card (processing fee applies), Purchase Order or Contract. Customers requesting credit with some material suppliers must apply and be approved prior to order acceptance. Credit applications may be obtained from Park Pro Playgrounds. All orders for materials require a 100% material deposit before the order can be placed. Material costs are due upon the receipt of the invoice. Labor will be billed on a percentage of completion basis with NET 15 TERMS.

Shade Terms: Soils reports to be provided by client. Changes to completed engineering/calculations resulting from a soils report being provided after the fact, may incur additional charges as dictated by the engineer. Concrete mix design letters are not included above and will be an additional \$450 if requested. Should a hand dig or hard dig be required additional costs of \$250 per hour shall apply. Hand digging or hard digging may apply when exposed utilities not shown on the Call before You Dig arise or if the ground is very hard from Caliche found in Southern Nevada. Permits can take anywhere between 2 weeks to an unknown amount of time due to the building department. Installation cannot be started until permits are obtained. Park Pro will work with the building department and Customer until they are approved. Shade over 600 Sq' will require wet stamped grading plans. Grading plans, soils report and third-party inspections (QAA), should they be required are the Customers responsibility to obtain shall they be requested by the building department during the time the permit is pulled. Any costs incurred for these items shall be at the owner's expense.

approve and accept this order as stated.	n the agreement and am duly authorized by project ow	
ACCEPTED BY:	DATE:	
TITLE:		

6440 Sky Pointe Dr. 140-173 Las Vegas, NV 89131 Toll Free 833.886.5734 \* Fax 702.454.1223 NSCB 0052954 \$300,000 \* 0075086 \$250,000 \* 0090217 \$45,000

HERE

Typical Spread Footing Footing Detail Stages Cop 7.46 Double Fast Plan View These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Superior Shade SCALE SHADE: Searchlight Community Gardens Not to Scale

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