

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply) <i>N/A</i>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: (Include d.b.a., if applicable)		<i>Searchlight Betterment Organization</i>				
Street Address:		<i>Po Box 154 Searchlight, NV 89046</i>		Website: <i>N/A</i>		
City, State and Zip Code:				POC Name: <i>Email: Sho89046@yahoo.com</i>		
Telephone No:		<i>702-912-6275</i>		Fax No: <i>N/A</i>		
Nevada Local Street Address: (If different from above)		<i>N/A</i>		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<i>William McInnis</i>	<i>President</i>	<i>N/A</i>
<i>Kyle Myers</i>	<i>Vice Pres</i>	
<i>Michele Brown</i>	<i>Treasurer</i>	
<i>Chatty Mayne</i>	<i>Secretary</i>	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

Yes No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Michele Brown
Signature
SBO Treasurer
Title

Michele Brown
Print Name
6-24-21
Date

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 Myers	Town Board Council	grandson	N/A
Michele Brown	Rec Assistant	grandmother	Park & Rec

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature _____

Print Name _____
Authorized Department Representative _____

**AGREEMENT FOR INSTALLATION AND DONATION OF
PARK IMPROVEMENTS AT SEARCHLIGHT PARK**

This agreement for installation and donation of park improvements ("Agreement") is entered into and is effective as of this ____ day of ____ 2021 ("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 243-35-501-004 shown in Exhibit "A" ("Property"); and

WHEREAS, Donator has obtained a grant from AARP known as the 2021 AARP Community Challenge ("Grant") to install a bocce ball court to provide residents with an activity to be enjoyed by people of varied ages and abilities; and

WHEREAS, Donator desires to use the Grant to install a bocce ball court and related ADA pathway improvements ("Improvements") as listed and depicted on Exhibit "B" on space 22 as shown on the Searchlight Community Center Trail Master Plan attached as Exhibit "C" ("Project") and incorporated herein; and

WHEREAS, County desires to provide supplemental funding for the Project; and

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 allocate supplemental funds in an amount not to exceed Three Thousand Four Hundred and Thirty Dollars (\$3,430.00) for the Project, hereinafter referred to as the "Allocation Amount"

County agrees to reimburse Donator for eligible expenses within thirty (30) working days of receipt of invoices from Donator with supporting documentation requested by the County within the Allocation Amount. Donator acknowledges that eligible expenses include expenses only for the design and installation of the Project.

Upon completion of the Project, County shall be responsible for the maintenance of the completed Project.

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

2. **Donator.** Except as otherwise provided herein, Donator agrees to provide funding for any and all costs of the Project, including, but not limited to, design of ADA pathways,

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 up to the amount of Eleven Thousand Eight Hundred and Seventy-Five Dollars (\$11,875.00) ("Not to Exceed Amount"). 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 up to the Not to Exceed Amount. Donator agrees to provide all equipment, labor, and material to install the Project 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 Project 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. If the lowest responsive and responsible bidder or purchase amount exceeds the Not to Exceed Amount, then the Donator will not award or acquire the Project unless: (1) the Donator provides additional funding for the Project; (2) the Donator supplements this Agreement by additional funds necessary to construct the Project or (3) the County approves in writing a reduction in the scope of work necessary for the Project cost to meet the Not to Exceed Amount.

If during the course of construction change orders are requested, which in addition to the amount to bid award amount will exceed the Not to Exceed Amount, the Donator shall not approve the change order unless: (1) the Donator provides additional funding for the Project; (2) the Donators supplement this Agreement by additional funds necessary to construct the Project or (3) the County approves in writing a reduction in the scope of work necessary for the Project cost to meet the Not to Exceed Amount.

Notwithstanding the above, if any additional costs of the Project is the result of the Donator's or their contractors or subcontractors negligence, errors, omission or delays, they shall be the responsibility the Donator and not part of the Not to Exceed Amount.

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 execution of this Agreement.

3. **Project Coordination and Completion Deadline.** Donator agrees to coordinate, in cooperation with the County, the scheduling and the work necessary to construct the Project 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 the Effective Date ("Commencement Date") to complete the Project within six (6) months of the Commencement Date unless otherwise agreed upon in writing.

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

4. **Project Meetings.** 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. **Donation.** 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 maintenance of the Improvements.
6. **Insurance.** 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. **Term.** 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 to 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 remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or 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.

2. **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. Captions and Headings. 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. Further Assurances and Documents. 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. **Mutually Drafted.** 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]

AGREEMENT FOR INSTALLATION AND DONATION OF PARK IMPROVEMENTS AT SEARCHLIGHT PARK

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

CLARK COUNTY
BOARD OF COMMISSIONERS

James B. Gibson, Chair Date

DONATOR
SEARCHLIGHT BETTERMENT
ORGANIZATION

Kyle Myers 12-21-21
Kyle Myers, President Date

ATTEST

Lynn Marie Goya, Clerk Date

Approved as to Form:

DISTRICT ATTORNEY

W. G. Myers 1/4/22
Date

EXHIBIT B



2901 S. Highland Drive, Ste. 15-A
 Las Vegas, NV 89109
 (702) 459-3192
 silverlandsinc.com

ESTIMATE

DATE	ESTIMATE #
11/8/2021	73285

BILLING NAME & ADDRESS MANAGEMENT	RE: SERVICE PROPERTY NAME & ADDRESS
Searchlight Betterment Organization (SBO)	Project: Searchlight Community Park Plan Set: N/A Scope: Bocce Ball Court (REV)

DESCRIPTION	QTY.	TOTAL
Searchlight Community Park <ul style="list-style-type: none"> • Plan Set: N/A • Scope: Bocce Ball Court (REV) • Location: Searchlight Community Park 		
PROPOSAL SUMMARY: <ul style="list-style-type: none"> • Searchlight Community Park - Installation of Bocce Ball Court (60' x 10' with a perimeter 4' (W) ADA Compliant walkway. Bocce ball court and walkway to be stabilized DG rock. 		
NOTES: 001 - EXCLUSIONS: Any item not listed within this proposal is to be assumed as excluded. The following items are explicitly excluded from our scope: <ul style="list-style-type: none"> • Electrical (if applicable) — All • Fire Features (if applicable) — All (Available on Separate Proposal Upon Request) • Rough Grading (if applicable) — All unless stated otherwise (Available on Separate Proposal Upon Request) • Hardscape (if applicable) — Concrete, Pavers (Available on Separate Proposal Upon Request), Asphalt, and All Other Similar. This exclusion does not include concrete mow curb. • Iron — All (Ornamental Available on Separate Proposal Upon Request) • Labor — Over-time, holidays, prevailing wage, Davis Bacon wages, and Any other specialty labor rates. • Lighting (if applicable) — All (Available on Separate Proposal Upon Request) • Masonry (if applicable) — All • Plumbing (if applicable) — All • Site Furnishings & Amenities (if applicable) — All (Available on Separate Proposal Upon Request) • Water Features (if applicable) — All (Available on Separate Proposal Upon Request) 		0.00
• To Proceed, Please Sign and Return. Price valid for Ninety (90) days from date of estimate.		TOTAL

APPROVAL SIGNATURE

DATE _____

PRINT NAME _____

OFFICE (702) 459-3192

FAX (702) 459-4372

EXHIBIT B



2901 S. Highland Drive, Ste. 15-A
Las Vegas, NV 89109
(702) 459-3192
silverlandsinc.com

ESTIMATE

DATE	ESTIMATE #
11/8/2021	73285

BILLING NAME & ADDRESS MANAGEMENT	RE: SERVICE PROPERTY NAME & ADDRESS
Searchlight Betterment Organization (SBO)	Project: Searchlight Community Park Plan Set: N/A Scope: Bocce Ball Court (REV)

DESCRIPTION	QTY.	TOTAL
002 - PRICING: Price is valid for Ninety Days (90) from the date of this estimate which is listed above. Prices may change if signed approval is not received by the expiration date.		0.00
DEMOLITION & SITE PREP		0.00
Mobilization, Site Prep, and Other Additional Costs	1	2,750.00
• Spoils to be Hauled Off-site		
Grading (per sq. ft.)	1,260	950.00
Hardscape		0.00
Install Concrete (per sq. ft.)	60	480.00
• Color: Natural Gray		
• Finish: Broom		
• Thickness: 4"		
• Minimum 240 sq. ft.		
Install Concrete Curbing (per linear ft.)	325	8,125.00
• Type: Poured in Place		
• Size: 6" x 6"		
• Color: Standard Gray		
• Includes #4 (1/2") Continuous Rebar + Weep Holes (as needed)		
• Includes (1) center 5' (W) Entry Aprons into the Curb Walls for ADA Access		
ROCK & OTHER MULCH		0.00
Install Rock (per ton)	15	3,000.00
• Type: Crushed Granite		
• Size: Stabilized Decomposed Granite		
• Color: Gold		
• Stabilizer: 05 lbs./Ton		
• Depth: 3"		
• Walkway to be ADA Compliant		
• To Proceed, Please Sign and Return. Price valid for Ninety (90) days from date of estimate.	TOTAL	\$15,305.00

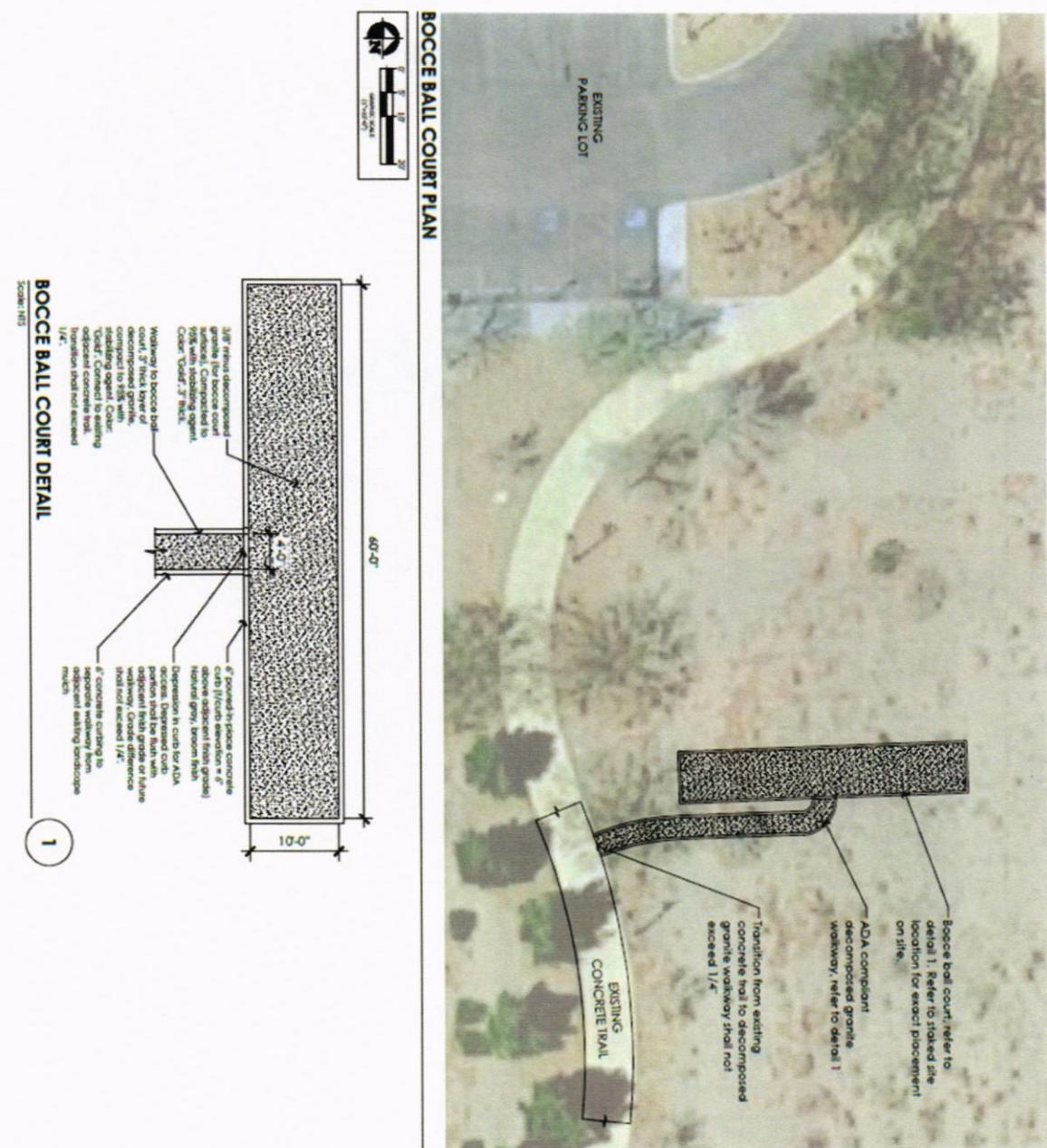
APPROVAL SIGNATURE _____

DATE _____

PRINT NAME _____

OFFICE (702) 459-3192 FAX (702) 459-4372

EXHIBIT B



REVIEW: CC INFORMATION

DEVELOPMENT INFO:
Searchlight Community Park - Bocce Court
200 Michael Wendell Way
SEARCHLIGHT, NV 89043
APN: 243-05-061-004

EXHIBIT C



SEARCHLIGHT PARK
300 MICHAEL WENDELL WAY
243-35-501-004

