

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

|  |  |  |   |  |  |   |
|--|--|--|---|--|--|---|
| <b>Business Entity Type (Please select one)</b> <u>Trac-B Exchange</u> |  |  |   |  |  |   |
| <input type="checkbox"/> Sole Proprietorship                           | <input type="checkbox"/> Partnership                                       | <input checked="" type="checkbox"/> Limited Liability Company        | <input type="checkbox"/> Corporation                                      | <input type="checkbox"/> Trust                         | <input type="checkbox"/> Non-Profit Organization                 | <input type="checkbox"/> Other                          |
| <b>Business Designation Group (Please select all that apply)</b>       |  |  |   |  |  |   |
| <input type="checkbox"/> MBE<br>Minority Business Enterprise           | <input checked="" type="checkbox"/> WBE<br>Women-Owned Business Enterprise | <input checked="" type="checkbox"/> SBE<br>Small Business Enterprise | <input type="checkbox"/> PBE<br>Physically Challenged Business Enterprise | <input type="checkbox"/> VET<br>Veteran Owned Business | <input type="checkbox"/> DVET<br>Disabled Veteran Owned Business | <input type="checkbox"/> ESB<br>Emerging Small Business |
| <b>Number of Clark County Nevada Residents Employed:</b>               |  |  |   |  |  |   |
| <b>Corporate/Business Entity Name:</b> <u>Trac-B Exchange LLC</u>      |  |  |   |  |  |   |
| <b>(Include d.b.a., if applicable)</b> <u>Trac-B</u>                   |  |  |   |  |  |   |
| <b>Street Address:</b> <u>6540 Bradley Rd.</u>                         |  |  |   | <b>Website:</b>  |  |   |
| <b>City, State and Zip Code:</b> <u>Las Vegas, NV 89146</u>            |  |  |   | <b>POC Name:</b> <u>Chelsi Cheatom</u>                 |  |   |
| <b>Telephone No:</b> <u>702-840-6693</u>                               |  |  |   | <b>Email:</b> <u>Cheatom.tracbexchange@gmail.com</u>   |  |   |
| <b>Nevada Local Street Address:</b> <u>6114 W. Charleston Blvd</u>     |  |  |   | <b>Website:</b>  |  |   |
| <b>(If different from above)</b>                                       |  |  |   |  |  |   |
| <b>City, State and Zip Code:</b> <u>Las Vegas, NV 89146</u>            |  |  |   | <b>Local Fax No:</b>                                   |  |   |
| <b>Local Telephone No:</b> <u>702-840-6693</u>                         |  |  |   | <b>Local POC Name:</b> <u>Chelsi Cheatom</u>           |  |   |
|  |  |  |   | <b>Email:</b> <u>Cheatom.tracbexchange@gmail.com</u>   |  |   |

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<br>(Not required for Publicly Traded Corporations/Non-profit organizations) |
|------------------------|----------------|---|
| <u>Rick Reich</u>      | <u>Owner</u>   | <u>51%</u>  |
| <u>Evelyn McGuckin</u> | <u>Manager</u> | <u>49%</u>  |

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.

Chelsi Cheatom  
Signature  
Program Manager  
Title

Chelsi Cheatom  
Print Name  
12-28-20  
Date

## DISCLOSURE OF RELATIONSHIP

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

| NAME OF BUSINESS<br>OWNER/PRINCIPAL | NAME OF COUNTY*<br>EMPLOYEE/OFFICIAL<br>AND JOB TITLE | RELATIONSHIP TO<br>COUNTY*<br>EMPLOYEE/OFFICIAL | COUNTY*<br>EMPLOYEE'S/OFFICIAL'S<br>DEPARTMENT |
|-------------------------------------|---|---|--|
|                                     | N/A   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |
|                                     |   |   |  |

\* 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)

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**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



**REVOCABLE PERMIT & DONATION AGREEMENT  
BETWEEN  
CLARK COUNTY  
AND  
TRAC-B EXCHANGE**

THIS REVOCABLE PERMIT & DONATION AGREEMENT ("Revocable Permit") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between CLARK COUNTY, a political subdivision of the State of Nevada ("COUNTY") and Trac-B Exchange LLC., a limited liability company qualified to do business in Nevada ("PERMITTEE")(individually a "Party" and collectively known as the "Parties").

WHEREAS, the COUNTY owns certain real property described in Exhibit "A" ("Property") and subject to change from time to time; and

WHEREAS, PERMITTEE desires to donate, install and maintain secure bin(s) to safely dispose of hypodermic needles ("Bins") at the Property, further depicted on Exhibit "B" ("Premises"); and

WHEREAS, the COUNTY, is willing to allow PERMITTEE to have access to the Property and Premises in order to enable PERMITTEE to install and maintain Bins.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**1. PERMIT.**

COUNTY hereby grants to PERMITTEE, subject to the terms and conditions stated in this Revocable Permit, to have access to the Property and Premises in order for PERMITTEE to install and maintain Bins, subject to PERMITTEE'S compliance with all terms and conditions set forth below.

**2. TERM.**

2.1 The term of this Revocable Permit shall commence upon Board of County Commissioner Approval and automatically terminate five (5) years thereafter with five (5) one (1) year options to renew.

**3. REVOCABLE PERMIT FEE.**

COUNTY agrees to allow PERMITTEE to use the Premises without requiring

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the payment of any fee.

**4. INTENTIONALLY DELETED.**

**5. USE OF THE PREMISES.**

5.1 PERMITTEE shall use the Premises only for the following purpose or purposes: installing, maintaining, and removing Bins. Such use shall conform to applicable COUNTY ordinances, state and federal laws and this Revocable Permit. No other use of the Premises shall be allowed unless prior written approval is obtained from the Director of Real Property Management ("Director") in his or her sole discretion. PERMITTEE may not sublease the Property or Premises or assign this Revocable Permit to any person or entity not affiliated with PERMITTEE without the prior written approval from the Director in his or her sole discretion.

5.2 PERMITTEE shall observe and enforce all established rules and regulations of COUNTY in connection with PERMITTEE's use of the Property and Premises. PERMITTEE shall not use or occupy the Property or Premises in violation of any law, covenant, condition, restriction, rule or regulation affecting the Property or Premises. Upon notice from COUNTY, PERMITTEE shall immediately discontinue any use of the Property or Premises which is declared by any governmental authority having jurisdiction to be a violation of a law, covenant, condition or restriction, rule or regulation.

5.3 PERMITTEE shall not knowingly do or permit to be done anything which will increase the risk of fire or create a hazard on or about the Property or Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of COUNTY's risk manager, or any other person or organization performing a similar function.

5.4 PERMITTEE shall not do or permit anything to be done in or about the Property or Premises which will in any way obstruct or interfere with the rights of other lessees or occupants of the Building, or injure or annoy them, or use or allow the Property or Premises to be used for any unlawful purposes.

5.5 PERMITTEE shall not cause, maintain or permit any nuisance or waste in, on or about the Property or Premises.

5.6 If the Parties mutually desire to add Bins not contemplated in Exhibit "A" & Exhibit "B", the COUNTY shall designate suitable locations and amend Exhibit "A" & Exhibit "B" upon mutual written approval between the Parties, subject to all terms and conditions contained in this Revocable Permit.



**6. REPAIRS AND MAINTENANCE.**

6.1 PERMITTEE shall maintain the Bins in good order, condition and repair.

6.2 PERMITTEE understands and accepts the Property and Premises in an "AS IS" condition. COUNTY is not responsible for and has no obligation to perform any repair or maintenance to the Property or the Premises. It is the sole responsibility of the PERMITTEE to repair, maintain and make any improvements to the Bins so they are in good working order and usable condition.

6.3 PERMITTEE shall be responsible for repairs to the Property and Premises, the need for which arises out of (a) PERMITTEE's use or occupancy of the Property and Premises; (b) the installation, removal, use or operation of PERMITTEE's property; (c) the moving of PERMITTEE's property into or out of the Property or Premises; or (d) the act, omission, misuse or negligence of PERMITTEE, its agents, employees or invitees.

6.4 PERMITTEE must use the Property and Premises in a reasonable manner that does not create an undue burden or financial difficulties for COUNTY.

6.5 If PERMITTEE fails to repair the Property or Premises as provided in Subsection 6.3 above, COUNTY shall give PERMITTEE thirty (30) day notice to do such acts as are reasonably required to repair the Property or Premises. If PERMITTEE fails to promptly commence such work and diligently prosecute it to completion, COUNTY shall have the right to do such acts and expend such funds at the expense of PERMITTEE as are reasonably required to perform such work. Any amount so expended by COUNTY shall be promptly paid by PERMITTEE. COUNTY shall have no liability to PERMITTEE for any damage, inconvenience or interference with the use of the Property and Premises by PERMITTEE as a result of performing any such work. COUNTY shall nevertheless use reasonable efforts to minimize any interference with PERMITTEE's use of the Property and Premises.

6.6 Upon the expiration or earlier termination of this Revocable Permit, PERMITTEE shall return the Property and Premises to COUNTY in broom-clean condition, except for normal and ordinary wear and tear. Any damage to the Property or Premises, including any structural damage, resulting from PERMITTEE's use of the Property and Premises or resulting from the removal of PERMITTEE's property from the Property and Premises shall be repaired by PERMITTEE at PERMITTEE's expense. Any amount so expended by COUNTY shall be promptly paid by PERMITTEE.

6.7 PERMITTEE shall fully comply with all applicable Nevada laws,

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ordinances and rules of any public authority relating to their respective maintenance and repair obligations as set forth herein.

**7. IMPROVEMENTS.**

7.1 PERMITTEE agrees to coordinate with the COUNTY for placement of Bins to insure proper installation.

7.1 Upon the termination or expiration of this Revocable Permit, PERMITTEE shall have the right, at its expense, to remove the Bins. PERMITTEE shall completely repair, at its expense, any and all damage resulting from such removal.

7.2 All Bins, fixtures or other improvements remaining upon expiration or termination of this Revocable Permit shall be deemed to be the property of COUNTY or may be stored by COUNTY, in COUNTY's discretion, at PERMITTEE's expense.

**8. INDEMNIFICATION.**

PERMITTEE agrees to hold harmless, indemnify and defend the COUNTY, its agents, officers and employees against any and all claims or liability of any kind, including liability for attorneys' fees and other litigation costs and expenses, for any personal injury, wrongful death, or damage to property arising out of PERMITTEE's operations or use of the Property and Premises, occurring in, on or in the vicinity of the Property and Premises, including the adjacent streets or sidewalks or any part thereof, due to the alleged negligence, fault, act or omission of PERMITTEE, its agents, officers, employees or invitees.

**9. INSURANCE.**

PERMITTEE will maintain the following insurance coverage during the initial and any extended terms of this Revocable Permit and will, upon signing this Revocable Permit, furnish to the COUNTY certificates of insurance, showing that the following insurance is in force:

9.1 Workers compensation in accordance with Nevada law or evidence from the Nevada Division of Industrial Relations that PERMITTEE is exempt from such requirement;

9.2 Fire insurance with extended coverage with policy limits of Two Hundred Fifty Thousand Dollars (\$250,000). COUNTY shall not be liable for injury or damages to the Property and Premises or any property or fixtures by fire or other casualty so covered by



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this type of insurance, no matter how caused, it being understood that in case of damage, PERMITTEE shall look solely to the insurer for reimbursement and not to COUNTY.

9.3 Commercial general liability, including abuse, molestation and corporal punishment coverage, with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence to protect the COUNTY, the PERMITTEE, PERMITTEE's affiliates, contractors and agents against claims for injury or death and damage to the property of others.

9.4 Any and all insurance policies required shall be "occurrence" policies and shall not be "claims made" policies.

9.5 Before a contractor commences any work, PERMITTEE shall require the contractor to obtain and maintain throughout the term of the construction contract, the bonds and insurance coverage required, and shall furnish certificates of such insurance coverage to the Director. The insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statutes Chapter 683A.

## **10. DONATION**

The labor, material and services performed and materials supplied hereunder are being donated by the PERMITTEE. The Parties acknowledge that this Revocable Permit does not require the County to pay for any services, material or labor to complete the Project.

## **11. TERMINATION.**

For any reason with or without cause, either Party may terminate this Revocable Permit upon thirty (30) days written notice to the other Party.

## **12. BREACH.**

In the event of PERMITTEE default or breach of this Revocable Permit, COUNTY shall give PERMITTEE written notice of the default or breach. PERMITTEE shall have thirty (30) days after receipt of the notice of default or breach to cure the default or breach, after which time if said default or breach has not been cured, COUNTY shall have the right to terminate this Revocable Permit and retake possession of the Property and Premises in compliance with Nevada law.

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**13. NOTICES.**

All notices, approvals and demands allowed or required to be given under this Revocable Permit shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid and addressed as follows:

**To COUNTY:**

Clark County Real Property Management  
Attention: Director  
500 South Grand Central Parkway, 4th Floor  
Las Vegas, NV 89155-1825

**To PERMITTEE:**

Trac-B Exchange  
Attn: Chelsea Cheatom  
P.O Box 35877  
Las Vegas, NV 89133-5877

**14. WAIVER.**

COUNTY's failure to enforce or its delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. PERMITTEE's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right. This Section 14 may not be waived.

**15. RELATIONSHIP OF PARTIES.**

Nothing contained in this Revocable Permit shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between COUNTY and PERMITTEE. No provisions of this Revocable Permit, or any acts of the Parties hereto, shall be deemed to create any relationship between COUNTY and PERMITTEE other than as set forth in this Revocable Permit.

**16. REMEDIES CUMULATIVE.**

The various rights, options, elections and remedies of COUNTY contained in



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this Revocable Permit shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law and not expressly waived in this Revocable Permit.

**17. GOVERNING LAW.**

The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Revocable Permit.

**18. ENTIRE AGREEMENT.**

This Revocable Permit sets forth the entire understanding and agreement between the Parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Revocable Permit shall be binding on either Party unless reduced to writing and duly executed by or on behalf of the Parties hereto. No representation or statement not expressly contained in this Revocable Permit or in any written, properly executed amendment to this Revocable Permit shall be binding upon COUNTY or PERMITTEE as a warranty or otherwise.

**19. ASSIGNMENT.**

PERMITTEE shall have no right to assign this Revocable Permit nor any of the rights or privileges granted herein or delegate any duties arising from this Revocable Permit.

**20. THIRD PARTY BENEFICIARY.**

This Revocable Permit is not intended to create any rights, powers or interest in any third party; and, this Revocable Permit is entered into for the exclusive benefit of the undersigned Parties.

**21. NON-DISCRIMINATION.**

PERMITTEE shall not unlawfully discriminate against any person in the use of the Property or Premises.

**[SIGNATURE PAGE FOLLOWS]**

## Revocable Permit & Donation Agreement between Clark County and Trac-B Exchange

IN WITNESS WHEREOF, we have hereto set our hands this 1 day of 2021.

COUNTY:

PERMITTEE:

CLARK COUNTY

TRAC-B EXCHANGE LLC

By Lisa Kremer, Director  
Real Property Management

By Evelyn M McGuckin-Reich  
Name: Evelyn M McGuckin-Reich  
Title: Managing Member

Approved as to form

By Mary Anne Miller  
Mary Anne Miller  
County Counsel for District Attorney

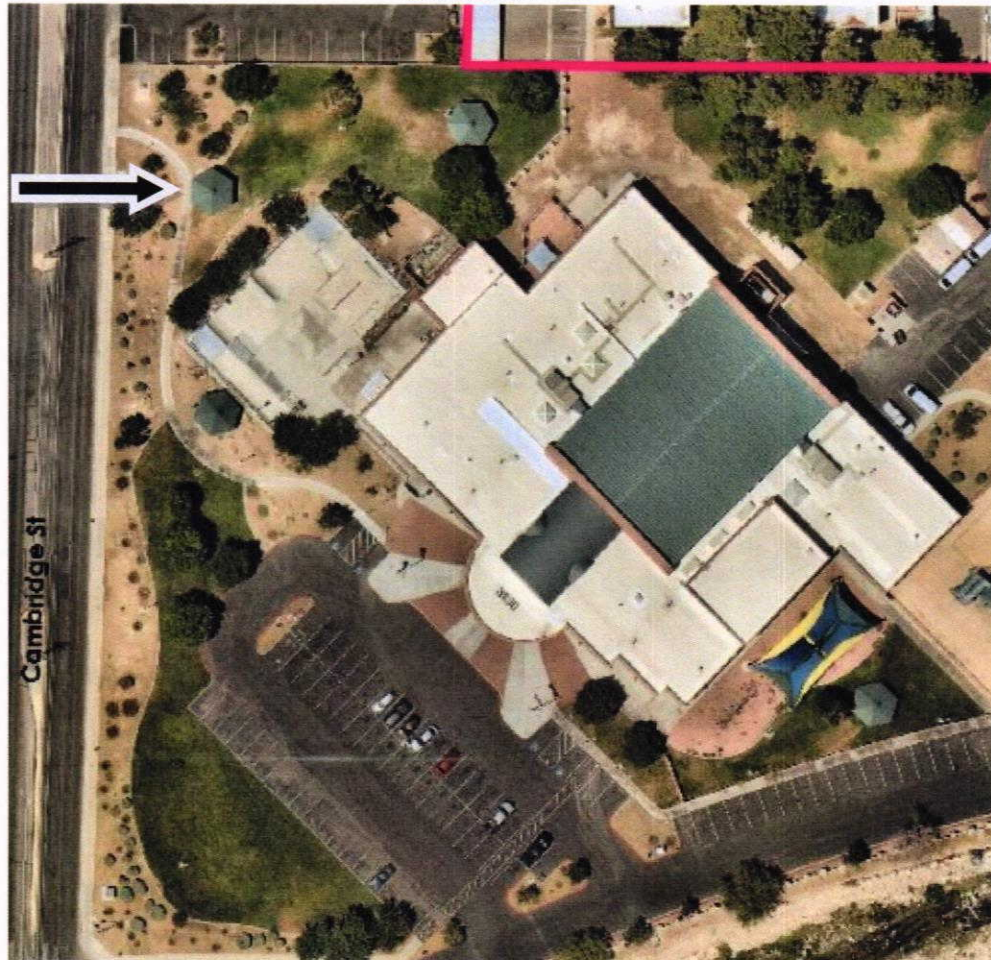


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EXHIBIT "A"

Cambridge Recreation Center- 3930 Cambridge Street Las Vegas, NV 89119

EXHIBIT "B"





3930 CAMBRIDGE STREET LAS VEGAS, NV 89119  
ASSESSOR'S PARCEL NUMBER 162-15-804-001 &  
162-15-702-005

