

SHERIFF'S SECURITY AGREEMENT

BETWEEN THE

XTERRA LAKE TAHOE

AND THE

WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this 7th day of August, 2019, by and between the **COUNTY OF WASHOE** (herein, "**COUNTY**"), a political subdivision of the State of Nevada, the Sheriff of Washoe County (herein, "**SHERIFF**") and Xterra Lake Tahoe (herein, "**XTERRA**").

WITNESSETH:

WHEREAS, the **XTERRA** desires the services of Deputy Sheriffs to provide security and law enforcement at various functions related to the **XTERRA EVENTS** at Lake Tahoe , Incline Village, Washoe County, Nevada; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily work for the **XTERRA** in their non-duty hours because the provision of trained law-enforcement personnel for public functions, such as the **XTERRA EVENTS** serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the **WASHOE COUNTY SHERIFF'S OFFICE** to provide security and law enforcement during the **XTERRA** functions conducted in Incline Village , and under which the **XTERRA** assumes the responsibility

for reimbursing **WASHOE COUNTY** for the cost of providing necessary Deputy Sheriffs, and Vehicles.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, it is hereby agreed by and between the parties as follows:

I. DEFINITIONS

As used in this Agreement:

- A. **"Deputy"** means a Deputy Sheriff, Sergeant Deputy, Sheriffs Lieutenant Deputy Sheriffs, and Reserve Deputy Sheriffs.
- B. **"Sergeant"** means a Sergeant Deputy Sheriff.
- C. **"Lieutenant"** means a Lieutenant Deputy Sheriff.
- D. **"Communication Personnel"** means any person assigned by Sheriff to provide communication services.
- E. **"Security Services"** include law enforcement, dispatch and communications services and services related thereto.

II. PROVISION OF SECURITY SERVICES TO THE EVENT IS CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES VOLUNTEER TO SERVE

It is expressly recognized by the parties hereto that a sufficient number of deputies, and all levels of supervision must volunteer to perform security services requested by the **XTERRA** before this Agreement becomes effective. This **AGREEMENT** shall not become effective and shall not bind any of the parties hereto in any manner if the **SHERIFF** is unable to obtain a sufficient number of volunteer deputies to perform those security services.

The **SHERIFF** shall have the sole power to determine the number of deputies, which is deemed sufficient to provide security services.

III. SECURITY SERVICES

Security services to be provided hereunder may include, but are not limited to, the following:

- A. Patrolling on foot inside the event itself.
- B. Providing traffic control during the event.
- C. Providing additional security measures or Police Services if the need arises or upon request by the **XTERRA** and if such resources are available.

IV. DEPUTIES WHO VOLUNTEER ACT IN THEIR CAPACITIES AS EMPLOYEES OF THE SHERIFF

Deputy Sheriffs are not compelled to provide security services for the **XTERRA** by virtue

of this **AGREEMENT**, and any such person who provides services during functions at the **XTERRA** does so on a voluntary basis. Deputies who provide such services shall be considered to be "on-duty" while providing such services.

V. **SHERIFF'S GENERAL ORDERS AND POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF THE SHERIFF, SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL**

All Policies and Procedures of the Sheriff's Office must be followed by Deputies and Sergeants providing security services for the **XTERRA**. Violation of those Policies or Procedures will subject such Sheriff's employees solely to disciplinary action by the **SHERIFF**.

All deputies and sergeants employed pursuant to this Agreement remain subject to the direction and control of the **SHERIFF** and shall utilize the normal chain of command within the Sheriff's Office in the event of problems or questions.

The **SHERIFF** shall provide a sufficient number of sergeants to supervise the deputies hired by the **XTERRA** and shall arrange its employment schedules to assure that those deputies are supervised by an appropriate number of sergeants. The **SHERIFF** shall have the sole power to determine the number of sergeants, which are "sufficient" and "appropriate."

VI. **COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKMEN'S COMPENSATION**

Compensation shall be in the following amounts, and may be revised each year as employee contracts change:

REGULAR OVERTIME

Civilians	\$ 60.00 per hour
Deputies	\$ 80.00 per hour
Sergeants	\$ 90.00 per hour
Lieutenants	\$ 100.00 per hour
Captain	\$ 110.00 per hour

Compensation shall be at a minimum of 2 hours per person and may be pro-rated for each quarter hour (15 minutes) for time less than one full hour after that. The **SHERIFF** shall submit an invoice to the **XTERRA** reflecting all amounts paid to those employees as salary earned during the provision of such security services. The **XTERRA** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain full coverage under Nevada's Worker's Compensation laws for all deputies providing security services for the **XTERRA**. Such coverage shall be effective at all times when those employees are providing such security services.

VII. USE OF VEHICLES

The **COUNTY** and the **SHERIFF** hereby consent to allow certain Sheriff's vehicles to be used during functions of the **XTERRA**. The **SHERIFF** has the sole discretion to determine the quantity and type of vehicles, which may be used, and when and how the vehicles may be used.

The **SHERIFF** shall include on his invoice to the **XTERRA** a charge of \$22.00 Per Hour for each Sheriff's vehicle utilized in providing security services for the **XTERRA EVENTS**, and the **XTERRA** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VIII. INSURANCE

A. COMPANY NAME POLICY

The **XTERRA** shall maintain limits of General Liability insurance no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised.

The **XTERRA** shall procure the insurance from an insurer having a Best's rating of no less than A-: VII. The **COUNTY**, through its Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning the **XTERRA** and the insurance carrier. The **COUNTY** reserves the right to require that the **XTERRA** insurer is a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's "approved but not admitted" list.

Prior to commencement of security services, the **XTERRA** shall provide the Sheriff with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of the **XTERRA**.

B. COUNTY NAMES AS ADDITIONAL INSURED

Prior to the commencement providing security services for the **XTERRA**, the **XTERRA** shall also provide to the Sheriff an endorsement to the General Liability Policy required by Paragraph "A" above, which name the **COUNTY** and all of the **COUNTY'S** officers, officials, deputies, employees, agents and volunteers as additional insured for all periods of time during which deputies may be employed for services at any **XTERRA** function. The endorsement shall contain the following language:

"It is hereby understood and agreed that the following is named as an additional insured: Washoe County, Nevada and its officers, officials, deputies, employees, agents and volunteers with regard to operations performed by or on behalf of the named insured. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, deputies, employees, agents or volunteers."

The **XTERRA** insurance coverage shall be primary insurance as respects to the county, its officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of the **XTERRA**. Any insurance or self-insurance maintained by the county shall be in excess of the **XTERRA** insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of this policy shall not affect coverage provided to the County, its officers, officials, deputies, employees or volunteers.

This policy of insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Except for nonpayment of premium, coverage under this policy shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

C. **FAILURE TO PROCURE INSURANCE; REMEDIES**

If the XTERRA fails to procure or maintain any of the insurance coverages required in paragraphs "A" or "B" above, the COUNTY may terminate this Agreement.

IX. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

The **XTERRA** agrees to hold harmless, defend, and indemnify the **COUNTY**, its officers, officials, agents, employees, deputies and volunteers from and against any loss or liability, financial or otherwise, resulting from any claim, demand, suit, action or cause of action based on bodily injury (including death) or property damage, including property damage to the **XTERRA** property, arising out of or as a result of the negligent acts, errors, or omissions of **XTERRA**, its officers, agents, employees, or subcontractors, including the negligent acts, errors, or omissions of the deputies or other employees and volunteers of the **County** at the direction of the **XTERRA** or engaged in operations performed on behalf of the **XTERRA**.

Liability, claims, demands, damages, losses and expenses resulting from the negligent acts, errors and omissions of law enforcement officers engaged in acts of enforcing the law which would have been their responsibility or come under their jurisdiction absent the agreement with the **XTERRA** shall be excluded from the responsibility of the **XTERRA**.

In determining the nature of any claim against the **COUNTY**, its officers, officials, agents, employees, deputies and/or volunteers, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations. In the event of a lawsuit against the **SHERIFF** or **COUNTY**, its officers, officials, agents, employees, deputies and/or volunteers which is defended by **COUNTY** personnel, the **XTERRA** shall reimburse **COUNTY** for costs of **COUNTY** personnel in defending such actions. Reimbursement for the time spent by such personnel shall be at the prevailing rate charged for such services by private counsel.

X. MISCELLANEOUS

A. Termination of Agreement

Either party may terminate this agreement upon 90 days written notice to the other party.

B. Termination of Agreement Due to Emergency or Exigent Circumstances

The **SHERIFF** may, at his discretion, terminate this agreement should he determine an emergency situation exists that requires the resources dedicated to the **XTERRA** are needed in execution of his lawful, or statutory duties.

C. Entire Agreement

This **AGREEMENT** constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements; negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof.

D. Effective Agreement

Upon execution by both parties, this **AGREEMENT** shall be effective during the **XTERRA EVENTS**, for a period beginning **August 17, 2019**, and ending **September 30, 2019**.

E. Attorney's Fees

If either party to this **AGREEMENT** defaults in any of its obligations

hereunder, and it is subsequently adjudicated by a court that a party has defaulted in its obligations hereunder, the party found to be in default hereby agrees to pay all costs of suit, including reasonable attorney's fees, to the other party.

F. Applicable Law

This **AGREEMENT** shall be governed by the laws of the State of Nevada, irrespective of conflicts of law rules.

G. Binding Effect

If this **AGREEMENT** becomes effective, it shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

H. Authority

Each person who executes this **AGREEMENT** declares that he has full legal authority to bind his principal to the full extent of the law.

I. Funding Out

In the event that the governing body appropriating funds for the **COUNTY** or **SHERIFF** fails to obligate any funds necessary to carry out any duties created hereunder beyond **COUNTY'S** or **SHERIFF'S** then current fiscal period, this Agreement shall terminate without charge, penalty, or sanction.

IN WITNESS WHEREOF, the parties hereto have caused this **AGREEMENT** to be executed on the day and year first above written.

**WASHOE COUNTY BOARD OF
COMMISSIONERS**

By _____
Chairman Washoe County Commission

WASHOE COUNTY SHERIFF

By  _____
Darin Balaam, Sheriff

XTERRA LAKE TAHOE

By  _____
**Todd Jackson, President/CEO
Big Blue Adventure, LLC**