

SHERIFF'S SECURITY AGREEMENT

**BETWEEN MEI-GSR HOLDINGS, LLC DBA GRAND SIERRA
RESORT**

AND THE COUNTY OF WASHOE ON BEHALF OF

WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this ___ 1st ___ day of ___ July ___ 2020, by and between **Washoe County** (herein, "**COUNTY**"), a political subdivision of the State of Nevada, the Sheriff of Washoe County (herein, "**SHERIFF**") and MEI-GSR Holdings, LLC d/b/a Grand Sierra Resort (herein, "**GSR**").

WITNESSETH:

The **GSR** wants law enforcement services at various special functions ("Events") of **GSR** related to periodic events at **GSR's property located at 2500 E. 2nd Street, Reno, Nevada 89595 (the "Property")**, which are agreed to by both parties; and

The **SHERIFF's OFFICE** may provide law enforcement services at **GSR**, with Deputy Sheriffs on their non-duty hours, because the provision of trained law-enforcement personnel for Events protects public safety and therefore serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the **WASHOE COUNTY SHERIFF'S OFFICE** to provide law enforcement services during events at the Property, and **GSR** 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, Sheriff's 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.** "**Events**" means discrete special events held by **GSR** which require additional security services and does not include the regular daily business of the **GSR**.

II. SECURITY SERVICES

At least 14 days prior to an Event, **GSR** may request the **SHERIFF** to provide law enforcement services to the **GSR** at the Property. The **SHERIFF** shall oversee the law enforcement services provided to the **GSR**, and the **SHERIFF** shall determine the number of Deputies that are necessary to provide the law enforcement services rendered. The use of **SHERIFF'S** discretion in making such operational decisions is not and shall not be construed to be warranty or promise by **WASHOE COUNTY** or the **SHERIFF** of the safety or security of the **GSR** or its agents, employees, guests or patrons.

III. DEPUTIES

Nothing in this Agreement is or shall be construed to impose a requirement upon on individual deputy to provide law enforcement services for **GSR** at the **Events**, and any such person who provides services during function of the **Events** does so on a voluntary basis. Deputies who provide such services shall be considered to be on-duty, and employees of the **SHERIFF** while providing such services.

IV. SHERIFF'S GENERAL ORDERS, 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 General Orders and Policies and Procedures of the Sheriff's Office must be followed by any Sheriff's Office personnel providing security services for the **Events**. Violation of those Policies or Procedures will subject such Sheriff's deputies to disciplinary action determined solely by the **SHERIFF**.

All **SHERIFF'S** office personnel employed pursuant to this Agreement remain subject to the direction and control of the **SHERIFF**, are not employees or agents of the **GSR** 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 providing law enforcement services to the **GSR** 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 that are "sufficient" and "appropriate."

V. COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKER'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 **GSR** reflecting all amounts paid to those employees as salary earned during the provision of such law enforcement services. **GSR** 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 **Events**. The **COUNTY** may meet this requirement through a combination of self-insurance and excess coverage in compliance with applicable law. Such coverage shall be effective at all times when those employees are providing such security services.

VI. USE OF VEHICLES

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

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

VII. INSURANCE

The Grand Sierra Resort shall procure and maintain during the term of this agreement Commercial General Liability insurance (CGL) covering its operations with a

limit of no less than \$1,000,000.00 each occurrence, \$2,000,000 in the aggregate, or provide for its financial obligations through a program of self-insurance. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Grand Sierra Resort shall include Washoe County as an additional insured with respect to liability for injury, death or damage resulting from any acts or omissions, whether negligent or otherwise, of GSR, its officers, agents, subcontractors or employees.

The Grand Sierra Resort shall procure the insurance from an insurer having a Best's Rating of no less than A-: The **COUNTY**, through its Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning the **Grand Sierra Resort** and the insurance carrier. The **COUNTY** reserves the right to require that the **Grand Sierra Resort** 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 **Grand Sierra Resort** shall provide the Sheriff with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of the **Grand Sierra Resort**.

Sheriff shall maintain

(1) Commercial General Liability (CGL) insurance, with a limit of no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or as substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract

(including the tort liability of another assumed in a business contract). The COUNTY may meet this requirement through a combination of self-insurance and excess insurance.

(2) Automobile liability insurance in the amount of \$1,000,000 combined single limit for bodily injury/property damage per accident. The automobile liability coverage shall cover owned, hired, and non-owned motor vehicles. Coverage for hired and non-owned vehicle liability may be satisfied by way of endorsement to the commercial general liability policy or by separate policy. The COUNTY may meet this requirement through a combination of self-insurance and excess insurance.

Sheriff will supply GSR with proof of the insurances set forth above by providing certificate(s) of insurance, which, except for workers' compensation insurance, further includes Grand Sierra Resort, MEI-GSR Holdings, LLC, AM-GSR Holdings, LLC, and each of their respective officers, directors, managers, employees, agents, and representatives ("Additional Insureds") as additional insureds. Certificates will be on the ACORD form and will provide the name of the carrier, policy number, effective and expiration dates, limits of liability and number of days for cancellation notice. SHERIFF will provide GSR with properly executed certificates of insurance on request, but in any event prior to being given access to GSR's property. SHERIFF shall not seek contribution and waives all rights of subrogation. All insurance shall cover and include all contractually assumed liability of SHERIFF under this agreement and shall be primary and noncontributory with respect to any other insurance maintained by GSR and GSR's insurance shall not be responsible for any defense of indemnity until the primary insurance is exhausted.

VIII. WORKERS' COMPENSATION

The COUNTY shall maintain full coverage under Nevada's Workers'

Compensation laws through a program of self-funding for all Deputies providing security services for **GSR**. Such coverage shall be in effect at all times when those employees are providing such services.

IX. MISCELLANEOUS

A. Duration and Termination of Agreement

This **AGREEMENT** shall remain in effect for 1 year after it has been approved by the Washoe County Commission and shall then terminate automatically. Either party may terminate this agreement upon 30 days written notice to the other party.

B. 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.

C. Attorney's Fees

Each Party shall bear its own attorney's fees and costs that may arise as a result of this **AGREEMENT**.

D. Applicable Law

The laws of the State of Nevada shall govern this **AGREEMENT**.

E. 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.

F. Third Party Rights

This Agreement is not intended to create, nor shall it be construed to create,

any third-party beneficiary rights in any person not a party hereto.

X. HOLD HARMLESS AND INDEMNIFICATION

GSR shall hold County harmless and indemnify the County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees, for injury or death of any person or damage to property to the extent that the injury, death or damage actually results from any acts or omissions, whether negligent or otherwise, of **GSR**, its officers, agents, subcontractors or employees.

County shall hold **GSR** harmless and indemnify **GSR**, its officers, agents, subcontractors and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees, for injury or death of any person or damage to property arising out of or connected with work performed under this Agreement to the extent that the injury, death or damage actually results from any acts or omissions, whether negligent or otherwise, of County, its officers, agents, subcontractors or employees.

County does not waive, and hereby intends to assert, any available immunities, including NRS chapter 41 immunities, in all cases.

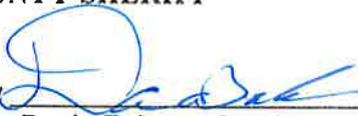
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

WASHOE COUNTY BOARD OF COMMISSIONERS

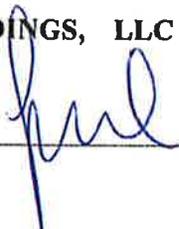
By _____
Chair Washoe County Commission Date

ATTEST: _____
Washoe County Clerk

WASHOE COUNTY SHERIFF

By  8/20/20
Darin Balaam, Sheriff Date

MEI-GSR HOLDINGS, LLC DBA GRAND SIERRA RESORT

By  8/18/20
Date