

SECURITY AGREEMENT BETWEEN
THE RENO RODEO ASSOCIATION AND
THE COUNTY OF WASHOE ON BEHALF OF
WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made by and between the **COUNTY OF WASHOE**, a political subdivision of the State of Nevada, on behalf of the duly- elected Sheriff of Washoe County (herein the County and the Sheriff may be referred to collectively as either the "**COUNTY**" or the "**SHERIFF**") and the **RENO RODEO ASSOCIATION** (herein, "**RENO RODEO ASSOCIATION**"), a non-profit corporation organized under the laws of the State of Nevada.

WITNESSETH:

WHEREAS, the **RENO RODEO ASSOCIATION** desires the services of Deputy Sheriffs to provide security and law enforcement at various functions of the **RENO RODEO ASSOCIATION** related to an annual event known as the **RENO RODEO**; and

WHEREAS, the **RENO RODEO ASSOCIATION** desires the services of communications and dispatch personnel to provide services during the **RENO RODEO**; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs and communication specialists to voluntarily perform services at **RENO RODEO** events put on by the **RENO RODEO ASSOCIATION** in their non-duty and/or duty hours because the provision of trained law-enforcement personnel for public functions, such as the **RENO RODEO**, serves the public interest; and

WHEREAS, the parties desire to enter into an agreement which allows the **SHERIFF** to provide security and law enforcement during functions conducted at the **RENO RODEO**, including **RODEO** functions that occur in the Reno Livestock Event Center, and under which the **RENO RODEO ASSOCIATION** assumes the responsibility for reimbursing the **COUNTY** for the cost of providing necessary Deputy Sheriffs, communication personnel, 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 and includes Sergeant 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 the 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 RENO RODEO IS CONDITIONAL; AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER OF DEPUTIES AND COMMUNICATION EMPLOYEES VOLUNTEER TO SERVE

It is expressly recognized by the parties hereto that a sufficient number of deputies and civilian communication personnel must volunteer to perform security services requested by the **RENO RODEO ASSOCIATION** before this Agreement becomes effective, and that 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 and communication personnel to perform those security and communication services.

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

III. SECURITY SERVICES

WHEREAS, RENO RODEO and **WASHOE COUNTY** have entered into an agreement for the provision of security and related services at rodeo functions; and

WHEREAS, the SHERIFF and **RENO RODEO** desire to clarify the nature and scope of the work to be performed by law enforcement and communications personnel at rodeo functions pursuant to said agreement, as well as the chain-of-command for such personnel and the interaction between such personnel and representatives of **RENO RODEO** during such functions.

NOW, THEREFORE, the parties agree as follows:

1. The **SHERIFF**, pursuant to the agreement between **WASHOE COUNTY** and **RENO RODEO** will provide on-site law enforcement and associated communication services. The security services provided shall include (1) on-site pedestrian and vehicular traffic control; (2) parking lot monitoring and foot patrolling; (3) exhibit hall, indoor arena, outdoor arena, midway and all other

performance area foot patrolling for surveillance and crowd control purposes; (4) staging area monitoring and patrolling; (5) communication and dispatch capabilities on-site to carry-out all security services and to inter-tie with other local law enforcement agencies and the event coordinator(s); and (6) such other security services as shall be requested by the event coordinator(s) of **RENO RODEO**.

Said security services shall be performed by the **SHERIFF** according to his agency's own methods and without subjection of such security personnel to the supervision, direction, or control of **RENO RODEO**, except as to the results of work, and not as to the means by which services are accomplished, with the **SHERIFF** retaining absolute control over the number of such personnel required to perform such security functions and the manner and means by which such services are rendered.

The **SHERIFF** and **RENO RODEO** specifically acknowledge the law enforcement personnel providing security services shall retain absolute control and autonomy in utilizing their discretion in regard to the determination whether a law enforcement action or intervention is required in a given situation and as to the nature and extent of that law enforcement action or intervention in the event such actions is deem appropriate under the totality of the circumstances.

2. The **SHERIFF** and **RENO RODEO** hereby agree to designate, in writing, during each of said functions a commander for the **SHERIFF'S** security forces providing security services to that event and a designated coordinator for **RENO RODEO** for said event.

Any requests pertaining to law enforcement actions or communication services desired by **RENO RODEO** during that event shall be channeled through said designated representatives. In this further regard, the **SHERIFF** and **RENO RODEO** agree to timely and properly instruct the security staff and members of **RENO RODEO** as to this requirement.

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

Deputy Sheriffs and communication personnel are not compelled to provide security services for the **RENO RODEO ASSOCIATION** at the **RENO RODEO** by virtue of this **AGREEMENT**, and any such person who provides services during functions of the **RENO RODEO** does so on a voluntary basis. Deputies and communication personnel who provide such services shall be considered to be "on duty" while providing such services.

V. SHERIFF'S POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES AND COMMUNICATION PERSONNEL SUBJECT TO DIRECTION AND CONTROL OF SHERIFF; SHERIFF TO PROVIDE FOR SUPERVISION AND COMMAND AND CONTROL

All Policies and Procedures of the Sheriff's Office must be followed by deputies, Sergeants, Lieutenants and communication personnel providing security services for the **RENO RODEO**. Violation of those Policies or Procedures will subject such Sheriff's employees to disciplinary action by the **SHERIFF**.

All deputies, Sergeants, Lieutenants and communication personnel 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 performing services hereunder and shall arrange its employment schedules to assure that those deputies be supervised by an appropriate number of Sergeants and Lieutenants. The **SHERIFF** shall have the sole power to determine the number of sergeants and Lieutenants which are "sufficient" and "appropriate".

VI. COMPENSATION; REIMBURSEMENT; COUNTY TO MAINTAIN WORKERS' COMPENSATION

Compensation shall be revised each year as employee contracts change. Current rates of compensation shall be delineated in a separate financial and operations plan provided (60) sixty days prior to each event.

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 **RENO RODEO ASSOCIATION** reflecting all amounts paid to those employees as salary earned during the provision of such security services. The **RENO RODEO ASSOCIATION** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

The **COUNTY** shall maintain full coverage under Nevada Workers' Compensation laws for all deputies and communication personnel providing security services for the **RENO RODEO**. 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 Sheriffs vehicles to be used by authorized **COUNTY** personnel during functions of the **RENO RODEO**. The **SHERIFF** has the sole discretion to determine the quantity and type of vehicles which may be used, when, by whom, and how the vehicles may be used.

The **SHERIFF** shall include on his invoice to the **RENO RODEO ASSOCIATION** a charge per hour as delineated in the financial and operations plan for each Sheriff's vehicle utilized in providing security services for the **RENO RODEO**, and the **RENO RODEO ASSOCIATION** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VIII. INSURANCE

A. RENO RODEO ASSOCIATION POLICY

The **RENO RODEO ASSOCIATION** 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 **RENO RODEO ASSOCIATION** 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 **RENO RODEO ASSOCIATION** and the insurance carrier. The **COUNTY** reserves the right to require that the **RENO RODEO ASSOCIATION** 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 **RENO RODEO ASSOCIATION** shall provide the Sheriff with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of the **RENO RODEO ASSOCIATION**.

B. COUNTY NAMED AS ADDITIONAL INSURED

Prior to the commencement providing security services for the **RENO RODEO**, the **RENO RODEO ASSOCIATION** 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 and Sergeants may be employed for services at any **RENO RODEO ASSOCIATION** 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, it officers, officials, deputies, employees, agents or volunteers."

The **RENO RODEO ASSOCIATION** 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 **RENO RODEO**

ASSOCIATION. Any insurance or self-insurance maintained by the county shall be in excess of the **RENO RODEO ASSOCIATION** 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 **RENO RODEO ASSOCIATION** fails to procure or maintain any of the insurance coverage required in paragraphs "A" or "B" above, the **COUNTY** may either (1) terminate this Agreement or (2) purchase such insurance to cover any damages which the **COUNTY** may be liable to pay through any of the operations under this Contract, and the **RENO RODEO ASSOCIATION** shall pay the amount of the premiums for each insurance to the **COUNTY** upon demand. The **COUNTY'S** Risk Manager shall have the power to determine which alternative to follow and is hereby delegated the power to purchase any insurance policies pursuant to this paragraph.

IX. HOLD HARMLESS, DEFENSE AND INDEMNIFICATION

The **RENO RODEO ASSOCIATION** agrees to hold harmless, defend, and indemnify **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 **RENO LIVESTOCK EVENT CENTER**, and the **RENO RODEO ASSOCIATION** property, arising out of or as a result of the acts, errors, or omissions of the **RENO RODEO ASSOCIATION**, its officers, agents, employees, or subcontractors, including the, negligent acts, errors, or omissions of the deputies or other employees and volunteers of the County committed at the direction of the **RENO RODEO ASSOCIATION** or committed in operations performed on behalf of the **RENO RODEO ASSOCIATION**.

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 **RENO RODEO ASSOCIATION** shall be excluded from the responsibility of the **RENO RODEO ASSOCIATION**.

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, official, agents, employees, deputies and/or volunteers which is defended by **COUNTY** personnel, the **RENO RODEO**

ASSOCIATION shall reimburse **COUNTY** for costs of **COUNTY** personnel in defending such actions.

Reimbursement for the time spent by such personnel shall be at the actual cost for such services.

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 any time and at his discretion, terminate this agreement should he determine an emergency situation exists that requires the resources dedicated to the **RENO RODEO ASSOCIATION** for use in the in execution of his lawful or statutory duties.

C. Entire Agreement

This **AGREEMENT** and the **CURRENT** Financial and Operations Plan, 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.

The exception to this provision shall be the Annual Modification of the Financial and Operations Plan that must be agreed upon by the Sheriff and the **RENO RODEO ASSOCIATION**.

The Board authorizes the Sheriff to approve the Financial and Operations plan without Board action.

D. Effective Agreement

Upon execution by both parties, this **AGREEMENT** shall be effective during the **RENO RODEO**, for a period beginning during the **RENO RODEO 2019 (June 20, 2019)** and ending the last day of the **RENO RODEO 2021** performance.

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.

