

SHERIFF'S SECURITY AGREEMENT

BETWEEN THE BARRACUDA OPEN FOUNDATION

AND THE COUNTY OF WASHOE ON BEHALF OF

WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this _____ day of _____ 2019, by and between the **COUNTY OF WASHOE** (herein, "**COUNTY**"), a political subdivision of the State of Nevada, on behalf of the **WASHOE COUNTY SHERIFF'S OFFICE**, (herein, "**SHERIFF**") and the **BARRACUDA OPEN FOUNDATION**, a Nevada non-profit corporation (#C28096-1998) (herein, "**BARRACUDA OPEN** ").

WITNESSETH:

WHEREAS, BARRACUDA OPEN desires the services of Deputy Sheriffs to provide security and law enforcement at various functions of **BARRACUDA OPEN FOUNDATION** related to the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT**; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily work for **BARRACUDA OPEN** in their non-duty hours because the provision of trained law-enforcement personnel for public functions, such as the **2019 BARRACUDA OPEN**

CHAMPIONSHIP GOLF TOURNAMENT, 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 **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT** and the **MONTREUX GOLF AND COUNTRY CLUB** and under which the **BARRACUDA OPEN** 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, Lieutenant Deputy Sheriffs, and Reserve Deputy Sheriffs.
- B. "**Sergeant**" means a Sergeant Deputy Sheriff.
- C. "**Lieutenant**" means a Lieutenant Deputy Sheriff.
- D. "**Security services**" include law enforcement, dispatch and communications services and services related thereto.

II. PROVISION OF SECURITY SERVICES TO 2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT 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 at all levels of supervision must volunteer to perform security services requested by the **BARRACUDA OPEN** 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 to perform those security services. That if the **SHERIFF** is not able to provide a sufficient number of deputies at all levels of supervision, then notification shall be made to the **BARRACUDA OPEN** by July 1, 2019.

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, by bicycle or designated vehicle, the grounds of the **MONTREUX GOLF AND COUNTRY CLUB**, neighboring commercial and residential areas and other areas specifically dedicated for use of the event.
- B. Assisting at gates and other locations designated by the **BARRACUDA OPEN** and allowing only authorized persons or holders of valid tickets into seating areas and other controlled areas;

C. Providing additional security measures if the need arises or upon request by the **BARRACUDA OPEN** 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 **BARRACUDA OPEN** at the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT** by virtue of this **AGREEMENT**, and any such person who provides services during functions of the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT** 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, POLICIES AND PROCEDURES TO BE FOLLOWED; ALL DEPUTIES SUBJECT TO DIRECTION AND CONTROL OF 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 deputies, sergeants, and lieutenants providing security services for the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT**.

Violation of those General Orders or Policies or Procedures will subject such Sheriffs employees solely to disciplinary action by the **SHERIFF**,

All deputies, sergeants, and lieutenants 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 **BARRACUDA OPEN** and shall arrange its employment schedules to assure that those deputies are 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 WORKER'S COMPENSATION

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

Deputies	\$80.00 per hour
Sergeants	\$90.00 per hour
LT	\$100.00 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 **BARRACUDA OPEN** reflecting all amounts paid to those employees as salary earned during the provision of such security services. The **BARRACUDA OPEN** 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 **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT**. 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 by Sheriff's Office personnel during functions of the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT**. 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,

VIII. INSURANCE

A. BARRACUDA OPEN FOUNDATION POLICY

BARRACUDA OPEN 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. Unless otherwise approved by the **COUNTY**, all liability coverage shall be on an "occurrence" basis and not a "claims made" basis. Any deductibles on self-insured retentions must be approved by the **COUNTY**.

BARRACUDA OPEN 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 **BARRACUDA OPEN** and the insurance carrier. The **COUNTY** reserves the right to require that **BARRACUDA OPEN** 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 **BARRACUDA OPEN** shall provide the Sheriff with a Certification of Insurance issued by an authorized Representative of the liability insurance carrier of the **BARRACUDA OPEN**.

B. COUNTY NAMED AS ADDITIONAL INSURED

Prior to the commencement of providing security services for the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT**, **BARRACUDA OPEN** 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 **BARRACUDA OPEN** 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 **BARRACUDA OPEN** insurance coverage shall be primary insurance in respects to the county, its officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of the **BARRACUDA OPEN**. Any insurance or self-insurance maintained by the county shall be in excess of the **BARRACUDA OPEN** 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 **BARRACUDA OPEN** fails to procure or maintain any of the insurance coverages 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 **BARRACUDA OPEN FOUNDATION** 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

BARRACUDA OPEN 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 **MONTREUX GOLF AND COUNTRY CLUB**, and **BARRACUDA OPEN**'s property, arising out of or as a result of the acts, errors, or omissions of **BARRACUDA OPEN**, its officers, agents, employees, or subcontractors, including the acts, errors, or omissions of the deputies or other employees and volunteers of the County at the direction of the **BARRACUDA OPEN** or engaged in operations performed on behalf of the **BARRACUDA OPEN**.

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 **BARRACUDA OPEN** shall be excluded from the responsibility of the **BARRACUDA OPEN**.

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, **BARRACUDA OPEN** shall reimburse **COUNTY** for the actual costs of **COUNTY** personnel in defending such actions.

X. MISCELLANEOUS

A. Termination of Agreement

Either party may terminate this agreement upon 60 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 **BARRACUDA OPEN** 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. Term Agreement

Except as otherwise provided herein, upon execution by both parties, this **AGREEMENT** shall be effective during the **2019 BARRACUDA OPEN CHAMPIONSHIP GOLF TOURNAMENT**; Monday July 22 through Sunday July 28, 2019.

E. Applicable Law

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

F. Binding Effect

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

G. 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.

H. Third Parties

Nothing herein shall be construed to create any contractual rights, including third party beneficiary rights of any kind, on anyone other than the parties to this agreement.

I. Miscellaneous

Nothing herein shall be construed to be a warranty, guarantee, or promise by Washoe County or the Washoe County Sheriff's Office that, by providing security services hereunder, it will prevent any injuries to persons or damages to property arising out of or related to the events for which services are being provided pursuant to this agreement.

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

ATTEST: _____
Washoe County Clerk

WASHOE COUNTY SHERIFF

By  _____
Darin Balaam, Sheriff

BARRACUDA OPEN FOUNDATION

By  _____
Chris Hoff, Tournament Director

Sheriff's Security Agreement with Barracuda Open Foundation, July 22 to July 28, 2019.