

**SECURITY AGREEMENT BETWEEN
BROOKSEE INCORPORATED 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 Brooksee Incorporated (herein, "**BROOKSEE INC.**").

WITNESSETH:

WHEREAS, BROOKSEE INC. desires the services of Deputy Sheriffs to provide security and law enforcement at various functions of **BROOKSEE INC.** related to an annual event known as the **Revel Marathon** ; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily perform services at **Revel Marathon** events put on by **BROOKSEE INC.** in their non-duty and/or duty hours because the provision of trained law-enforcement personnel for public functions, such as the **Revel Marathon**, 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 **Revel Marathon** under which **BROOKSEE INC.** assumes the responsibility for reimbursing the **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 considerations, 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.
- E. "Security services"** include law enforcement, traffic control services and services related thereto.

**II. PROVISION OF SECURITY SERVICES TO BROOKSEE INC. IS CONDITIONAL;
AGREEMENT DOES NOT BECOME EFFECTIVE UNLESS SUFFICIENT NUMBER
OF DEPUTIES TO SERVE**

It is expressly recognized by the parties hereto that a sufficient number of deputies must volunteer to perform security services requested by **BROOKSEE INC.** 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 the requested security and communication 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

WHEREAS, BROOKSEE INC. and WASHOE COUNTY have entered into an agreement for the provision of security and related services at Revel Marathon functions; and

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

NOW, THEREFORE, the parties agree as follows:

The **SHERIFF**, pursuant to the agreement between **WASHOE COUNTY** and **BROOKSEE INC.**, will provide on-site law enforcement and associated communication services. The security services provided shall include (1) on-site pedestrian movement; (2) foot patrolling; (3) traffic control (4) general law enforcement response; (5) such other security services as shall be requested by the event coordinator(s) of **Revel Marathon**.

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 **BROOKSEE INC.**, 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 **BROOKSEE INC.** 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 are deemed appropriate under the totality of the circumstances.

The **SHERIFF** and **BROOKSEE INC.** 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 **BROOKSEE INC.** for said event.

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

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

Deputy Sheriffs are not compelled to provide security services for **BROOKSEE INC.** at the **Revel Marathon** by virtue of this **AGREEMENT**, and any such person who provides services

during functions of the **Revel Marathon** 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 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 Policies and Procedures of the Sheriff's Office must be followed by deputies, sergeants, lieutenants and communication personnel providing security services for **BROOKSEE INC.** Violation of those Policies or Procedures will subject such Sheriffs 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 here under 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 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 **BROOKSEE INC.**, reflecting all amounts paid to those employees as salary earned during the provision of such security services. **BROOKSEE INC.** 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 to **BROOKSEE INC.** 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 authorized **COUNTY** personnel during functions of **BROOKSEE INC.** 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 **BROOKSEE INC.** a charge per hour as delineated in the financial and operations plan for each Sheriff's vehicle utilized in providing security services for **BROOKSEE INC.**, and **BROOKSEE INC.** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VIII. INSURANCE

A. BROOKSEE INC. POLICY

BROOKSEE INC. shall maintain limits of General Liability insurance of 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.

BROOKSEE INC. 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 **BROOKSEE INC.** and the insurance carrier. The **COUNTY** reserves the right to require that the **BROOKSEE INC.** 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, **BROOKSEE INC.** shall provide the **SHERIFF** with a Certification of Insurance issued by an authorized representative of the liability insurance carrier of **BROOKSEE INC.**

B. COUNTY NAMED AS ADDITIONAL INSURED

Prior to the commencement providing security services for **BROOKSEE INC., BROOKSEE INC.** 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 **BROOKSEE INC.** 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 regarding 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."

BROOKSEE INC. insurance coverage shall be primary insurance in respect to the county, its officers, officials, deputies, employees, agents and volunteers for operations performed by or on behalf of **BROOKSEE INC.** Any insurance or self-insurance maintained by the county shall be in excess of **BROOKSEE INC.** insurance and shall not contribute to 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 **BROOKSEE INC.** 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 **BROOKSEE INC.** 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

BROOKSEE INC. 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, and **BROOKSEE INC.** property, arising out of or as a result of the acts, errors, or omissions of **BROOKSEE INC.**, 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 **BROOKSEE INC.** or committed in operations performed on behalf of **BROOKSEE INC.**

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

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 are defended by **COUNTY** personnel, **BROOKSEE INC.** shall reimburse the **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 30 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 exists that requires the resources dedicated to **BROOKSEE INC.** 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 **BROOKSEE INC.**

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 **Revel Marathon**, for a period beginning **May 16th, 2026**, and ending the last day of the **June 2027** 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 on 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

If the governing body appropriating funds for the **COUNTY** or **SHERIFF** fails to obligate any funds necessary to carry out any duties created hereunder beyond the **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 below.

WASHOE COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, County Commission Date

ATTEST

Washoe County Clerk

WASHOE COUNTY SHERIFF'S OFFICE

By: Darabala 5/11/26
Darin Balaam, Sheriff Date

BROOKSEE INCORPORATED

By: annaskoien 4-29-2026
Director Date

Anna Skoien, Director

Print Name and Title