



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM JS
Finance LC/CH
DA KM
Risk Mgt. DE
HR N/A
Other N/A

STAFF REPORT

BOARD MEETING DATE: July 26, 2016

DATE: July 6, 2016
TO: Board of County Commissioners
FROM: Dennis Hippert, Sergeant, Sheriff's Office
(775) 328-3350, dhippert@washoecounty.us

THROUGH: Chuck Allen, Sheriff *Susan Schilling*

SUBJECT: Approve Sheriff's Security Agreement between Milthorpe Sports, LLC and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security during the 2016 American Century Golf Tournament [estimated cost to be \$50,000], for the retroactive period of July 19 through July 24, 2016. (All Commission Districts)

SUMMARY

The Washoe County Sheriff's Office has been requested to provide uniformed Deputy Sheriffs to aid with security during the 2016 American Century Golf Tournament, July 19, through July 24, 2016. The agreement provides for reimbursement to Washoe County for the cost of providing the uniformed Deputy Sheriffs. The request for Security assistance was received on July 1, 2016 and this item was submitted to the first available BCC meeting once documents were available.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities

PREVIOUS ACTION

This is a new request for this golf tournament. The Board approved a similar Security Agreement on 5/24/16 for the Barracuda Golf Tournament.

BACKGROUND

The American Century Golf Tournament is an event being hosted at the Edgewood Tahoe Golf Course. The event is organized and operated under the guidance of the Professional Golf Association and Milthorpe Sports, LLC and is a high profile event due to the involvement of numerous celebrities and golf professionals. The tournament will begin July 19 and continue through July 24, 2016. Douglas County Sheriff's Office is and has been the primary law enforcement and security entity for this event; however, the Washoe County Sheriff's Office has been requested to supplement their staff for increased coverage.

AGENDA ITEM # 5.H.

FISCAL IMPACT

All personnel and equipment will be paid for by Milthorpe Sports, LLC who will be invoiced by the Washoe County Sheriff's Office at the standard rate of pay and equipment used, as has occurred with other special event security. It is estimated that security costs will be \$50,000. Reimbursement received will be deposited to 150200-485129 (Office of the Sheriff/Salary Reimbursement).

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Sheriff's Security Agreement between Milthorpe Sports, LLC and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security during the 2016 American Century Golf Tournament [estimated cost to be \$50,000], for the retroactive period of July 19 through July 24, 2016.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be:

Move to approve Sheriff's Security Agreement between Milthorpe Sports, LLC and the County of Washoe on behalf of Washoe County Sheriff's Office to provide uniformed Deputy Sheriffs for security during the 2016 American Century Golf Tournament [estimated cost to be \$50,000], for the retroactive period of July 19 through July 24, 2016.

SHERIFF'S SECURITY AGREEMENT

BETWEEN MILTHORPE SPORTS, LLC

AND THE

COUNTY OF WASHOE

ON BEHALF OF

WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this 5 day of July 2016, 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 **MILTHORPE SPORTS, LLC** (herein, "MILTHORPE").

WITNESSETH:

WHEREAS, MILTHORPE desires the services of Deputy Sheriffs to provide security and law enforcement at various functions of **MILTHORPE** related to the **2016 AMERICAN CENTURY GOLF TOURNAMENT**; and

WHEREAS, the SHERIFF desires to allow his Deputy Sheriffs to voluntarily work for **MILTHORPE** in their non-duty hours because the provision of trained law-enforcement

personnel for public functions, such as the **2016 AMERICAN CENTURY GOLF TOURNAMENT**, 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 functions conducted at the **2016 AMERICAN CENTURY GOLF TOURNAMENT** and the **EDGEWOOD TAHOE GOLF COURSE** and under which the **MILTHORPE** 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 2016 AMERICAN CENTURY 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 **MILTHORPE** 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.

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 **EDGEWOOD TAHOE GOLF COURSE**, 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 **MILTHORPE** 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 **MILTHORPE** 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 **MILTHORPE** at the **2016 AMERICAN CENTURY GOLF TOURNAMENT** by virtue of this **AGREEMENT**, and any such person who provides services during functions of the **2016 AMERICAN CENTURY 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 **2016 AMERICAN CENTURY GOLF TOURNAMENT**. Violation of those General Orders or Policies or Procedures will subject such Sheriff's 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 **MILTHORPE** 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:

REGULAR OVERTIME

Deputies	\$95.00 per hour
Sergeants	\$126.00 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 **MILTHORPE** reflecting **all amounts** paid to those employees as salary earned during the provision of such security services. The **MILTHORPE** 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 **2016 AMERICAN CENTURY 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 **2016 AMERICAN CENTURY 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.

The **SHERIFF** shall include on his invoice to **MILTHORPE** a charge of Per Hour \$8.00 for each Sheriff's vehicle utilized in providing security services for the **2016 AMERICAN CENTURY GOLF TOURNAMENT**, and **MILTHORPE FOUNDATION** shall pay all such amounts to the **SHERIFF** promptly after receiving the invoice.

VIII. INSURANCE

A. MILTHORPE SPORTS, LLC POLICY

MILTHORPE 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.

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

B. **COUNTY NAMED AS ADDITIONAL INSURED**

Prior to the commencement of providing security services for the 2016 AMERICAN CENTURY GOLF TOURNAMENT, MILTHORPE 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 MILTHORPE 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 **MILTHORPE** 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 **MILTHORPE**. Any insurance or self-insurance maintained by the county shall be in excess of the **MILTHORPE** 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 **MILTHORPE** 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 **MILTHORPE 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

MILTHORPE 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 **EDGEWOOD TAHOE GOLF COURSE**, and **MILTHORPE'S** property, arising out of or as a result of the acts, errors, or omissions of **MILTHORPE**, 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 **MILTHORPE** or engaged in operations performed on behalf of the **MILTHORPE**.

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 **MILTHORPE** shall be excluded from the responsibility of the **MILTHORPE**.

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, MILTHORPE 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 MILTHORPE 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 **2016 AMERICAN CENTURY GOLF TOURNAMENT; July 19, 2016, through July 24, 2016.**

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 principles.

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.

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 *Susan Schilling* _____
For: **Chuck Allen, Sheriff**

MILTHORPE SPORTS, LLC

By *Michael Milthorpe* _____
Michael Milthorpe
MILTHORPE SPORTS, LLC