



WASHOE COUNTY

Integrity Communication Service

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STAFF REPORT

BOARD MEETING DATE: March 28, 2017

CM/ACM KS
Finance KE
DA ML
Risk Mgt DE
HR N/A
Comptroller CH

DATE: March 3, 2017

TO: Board of County Commissioners

FROM: Eric Crump, Operations Division Director
Community Services Department, 328-2182, ecrump@washoecounty.us

THROUGH: Dave Solaro, Arch., P.E., Director
Community Services Department, 328-3600, dsolaro@washoecounty.us
Kevin Schiller, Assistant County Manager

SUBJECT: Approve a request for sponsorship of the 2017 Hot August Nights Vintage Trailer Rally which will be held at Rancho San Rafael Regional Park August 8-13, 2017; waive park facility rental and use fees [\$16,040] in consideration of Washoe County being recognized as a Sponsor; and authorize the County Manager to sign the 2017 Agreement.
(Commission District 3.)

SUMMARY

This item is a request from Hot August Nights, Inc., to co-sponsor the Hot August Nights Vintage Trailer Rally, a special event to be held on August 8-13, 2017, at Rancho San Rafael Regional Park. Sponsorship for this event is requested in the form of in-kind cash equivalent support, including waiver of park rental fees. The associated Agreement

Hot August Nights, Inc., has requested that Washoe County consider sponsoring this inaugural event. The request includes waiving the \$16,040 rental fee for use of the park for the eight (8) days necessary to setup, conduct the event and cleanup. In consideration of waiving the fees, Washoe County would be recognized as a sponsor of the event, details of which would include, but not limited to:

- Opportunity to have coupons and/or literature distributed in each of the approximately 6,000 registered car participants and member volunteer gift bags.
- Banner signage rights (maximum size 3' x 10') at each Hot August Nights venue site.
- Promoted as Sponsor of Hot August Nights in all advertising where all sponsors are listed.
- 2 full page color ads in the Hot August Nights newsletter, "Hot Flashes" that goes to all registered car participants, volunteer members, sponsors, plus community and business leaders.
- Name/logo hyper linked from the Hot August Nights website to Sponsors website. The Hot August Nights website (www.hotaugustnights.net) receives in excess of 1,000,000 hits yearly
- The following VIP accommodations
 - 6 Sponsor Shirts

AGENDA ITEM # 5.3

- 6 Official Event Posters
- 6 daily credentials to the Hot August Nights Corporate Hospitality Tent which is located at the Grand Sierra Venue site. This facility is open from 10:30 a.m. until 9:30 p.m. and serves a full complimentary lunch and evening meal together with a full complement of refreshments.

Washoe County Strategic Objective supported by this item: Stewardship of our Community

PREVIOUS ACTION

A presentation by Hot August Nights Executive Director, Mike Whan, was made to the Open Space and Regional Park Commission on March 7, 2017 (non-action item).

BACKGROUND

Hot August Nights is one of the largest special events hosted in the area each year. Since 1986, Hot August Nights has offered a variety of classic car related events throughout the community. In 2017, Hot August Nights would like to add a vintage trailer rally to the event. Due to its size, location and amenities, they have chosen Washoe County's Rancho San Rafael Regional Park to host the rally. Participants would bring their vintage campers and dry camp at Rancho San Rafael Regional Park. Approximately 100-150 vintage campers would be on display during August 8-13. The County will allow the Promoter to use a portion of the Park for the Event from August 7-14, 2017. Set-up will begin Monday, August 7 and take-down will occur August 14. A provision to renew for 2018 and 2019 is included in the agreement.

Washoe County will provide minimal staff to assist in planning, monitoring, and cleanup of the event. The agreement provides that the event organizer provide support for the majority of the event logistics including security. This model has proven successful for other large special events within Washoe County's parks.

FISCAL IMPACT

Should the Commission approve this request for sponsorship of the Hot August Nights Vintage Trailer Rally 2017, the fiscal impact of this action would be a fee waiver of the equivalent of 8 park rental days, totaling \$16,640 to CSD-Regional Parks.

RECOMMENDATION

It is recommended the Board of County Commissioners approve a sponsorship of the 2017 Hot August Nights Vintage Trailer Rally which will be held at Rancho San Rafael Regional Park August 8-13, 2017; waive park facility rental and use fees [\$16,040] in consideration of Washoe County being recognized as a Sponsor; and authorize the County Manager to sign the 2017 Agreement.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve a sponsorship of the 2017 Hot August Nights Vintage Trailer Rally which will be held at Rancho San Rafael Regional Park August 8-13, 2017; waive park facility rental and use fees [\$16,040] in consideration of Washoe County being recognized as a Sponsor; and authorize the County Manager to sign the 2017 Agreement."

AGREEMENT

THIS AGREEMENT, made effective as of this ____ day of _____, 20____, by and between HOT AUGUST NIGHTS, INC., hereinafter “Promoter”, and the County of Washoe on behalf of its Community Services Department and Office of the County Manager, hereinafter “County”.

WITNESSETH

WHEREAS, Promoter desires to hold an event called “The Hot August Nights Vintage Trailer Rally”, hereinafter “Event”, a portion of which will involve approximately 150 Vintage Trailers with tow-vehicles and spectator participation; and

WHEREAS, County owns and operates a public park facility known as Washoe County Rancho San Rafael Regional Park, hereinafter “Park”, which is suitable for the needs of Promoter; and

WHEREAS, County is willing to allow Promoter to use a portion of the Park for the Event from August 7-14, 2017;

NOW THEREFORE, the parties agree as follows:

1. Right to Use Park. Promoter shall have the exclusive right to use that portion of the Park designated on the map attached hereto as “Exhibit A” (map), as “Reserved Area”, for the purpose of holding the Event upon the conditions set forth herein. It is acknowledged that other portions of the Park may be used simultaneously by other parties and the Promoter’s use shall not interfere with such other use.
2. Access and Parking. Participant tow vehicles and trailers will be allowed to park and camp only on those areas designated as “Reserved Area” on the map.

Parking for non-participants and spectators will be restricted to those areas in the event map attached hereto as Exhibit “A” which have been designated as parking areas by the Director or designee of the Community Services Department, hereinafter “Director”.

Only Promoter and its participants will be allowed access to the Park at times when the Park is otherwise closed for the purpose of ingress and egress to the Reserved Area, provided that uniformed security is posted at the Park during the regular closing hours. The Director may, at his discretion, require an identification card or other type of pass to be issued by Promoter to participants in this Event. Access to the park outside of normal park hours (8:00 a.m.-9:00 p.m.) by other than the Promoter and its participants is prohibited.

Promoter shall have responsibility for and control over the location and manner in which permitted fencing or other barriers are placed around or within the Reserved Area which is set forth in the event map attached hereto as Exhibit "A", and which the location and type thereof has been approved by the Director. Without limiting the Director's power to disapprove, approval may be denied if the proposed use would present a safety hazard or would unreasonably interfere with the use of other areas of the Park by persons not involved with the Event.

3. Rules and Regulations. The promoter and all participants of the Event must comply with all general park rules and regulations. In addition to the general park rules and regulations, the following rules will apply during the events:

- a. Canister or propane barbecues/stoves are allowed. Campfires, charcoal barbecues or other open flames are prohibited.
- b. Quiet hours are from 9:00 p.m. - 7:00 a.m. Generators can only be operated during non-quiet hours.
- c. Sleeping tents and sleeping outside is prohibited. Shade structures are permissible.
- d. All gray and black water must be contained. Dumping of gray or black water is prohibited.
- e. Showering, bathing or washing at any water faucet is prohibited.
- f. Posted park speed limits must be adhered to.
- g. All access in and out of the park after normal park hours will be limited to the Sierra Street gate only. Participants must make every reasonable effort to enter and exit the park quietly and respectfully.
- h. Camping areas must be kept clean and clear of trash.
- i. Hook up to any park electrical service is prohibited.
- j. Overnight campers must have one adult (18 or older) per assigned location.

4. Responsibilities of Promoter. Promoter shall obtain all necessary licenses and permits required by applicable agencies to conduct the Event and shall provide written proof of such licenses and permits to the Department prior to commencement of the Event. Applicant shall meet with the Washoe County Community Services Department to determine the licenses and permits required by that agency. Promoter shall provide restrooms and sanitary facilities as are required by the Washoe County Health District.

Promoter will be responsible to protect the Park and keep the Reserved area clean

throughout the Event and, at the conclusion of the Event, will return the Reserved area to its original condition, normal wear and tear excepted.

Promoter shall be responsible to coordinate the parking layout, ingress, and egress for the participants.

Promoter shall be responsible for assigning locations for participants. Each participant will be permitted one tow vehicle and one trailer per assigned location.

Promoter shall be responsible for any and all setup and breakdown associated with the Event.

Promoter shall provide a uniformed security guard at the Sierra Street park entrance gate from 8:30 p.m. to 7:00 a.m. daily during the duration of the event to control unauthorized entrance to the park.

Promoter shall be fully responsible for the security of their equipment, structures, supplies, vehicles and trailers throughout the set up and take down stages for the Event and during the Event itself, and will provide uniformed security to the extent necessary during the Event.

All Promoter improvements required for the successful completion of the Event shall be Promoter's responsibility and must be authorized in writing by the Director or designee. Promoter will be responsible to inspect the area of the Park being used by it before it accepts said area from County. Promoter will either notify County of any such hazard(s), and/or take steps to eliminate such hazards which it is reasonably able to fix when presented to it in said area during the inspection. If Promoter is able to, it will take steps to eliminate such hazards presented to it which are necessary to adequately protect Promoter's users of said portion of the Park, without affecting that portion of the Park's normal use. If hazard(s) are identified by Promoter during its initial inspection, it will take reasonable steps to protect its users of said portion of the Park from hazards by either the installation of barricades, coverings, or warning signs. Inspection of and acceptance of the area of the Park being used for the Event by Promoter, without first providing notice to County of said hazard, constitutes waiver of any subsequent claim(s) related to the condition of that area of the Park being used by Promoter, for which Promoter knew about without first notifying County, or which they could have reasonably discovered during the initial inspection of the Park prior to acceptance of the area of the Park.

Promoter shall provide dumpsters and trash receptacles as deemed necessary and agreed by County.

Promoter shall be responsible for arranging for recycling collection services for participants and spectators. The following items will be collected:

Beverage containers - plastic bottles, aluminum cans

Packaging material - cardboard boxes, boxboard, and clean paper

Promoter agrees to arrange for portable recycling containers next to trash cans, and service the containers as necessary. Appropriate signage for vendors and attendees should be set up to provide notice of where to place recyclables.

Promoter shall be responsible to provide RV holding tank dumping service for participants.

Promoter shall provide the necessary ample lighting as deemed necessary for safe use of the Reserved Area. County shall provide services as outlined in Section 4 of the Agreement. In the event it becomes necessary for County to provide additional services not otherwise described herein, or if County provides any additional services requested by Promoter, Promoter agrees to pay County its customary charge for such services.

Promoter shall only permit 100 or fewer overnight Campers.

Promoter shall be responsible for ensuring that all Event participants are aware and comply with the rules and regulations outlined in Section 3 in addition to the general park rules and regulations.

Promoter shall not commence any setup before 8:00 a.m. on Monday, August 7, 2017.

Promoter shall remove, or have removed, from the park all equipment, vehicles, trailers, and/or other event items prior to 9:00 p.m. on Monday, August 14, 2017. If Promoter does not have all equipment, vehicles, trailers, and/or other event items removed by 7:00 p.m. on August 15, 2017, a fee of \$500.00 will be charged as a late fee. An additional \$500.00 will be charged per day for every day after until all equipment, vehicles, trailers, and/or other event items are removed and cleanup is complete.

5. Services by Parks. County shall provide the following assistance:

Ranger Patrol provided by Parks from its staff, as are available during the event.

Faucets to fill fresh water tanks with potable water are available.

6. Advertising and Promotion. Promoter will be solely responsible for any advertising or

promotion of the Event, provided that any advertising or promotion shall refer to the location as “Washoe County's Rancho San Rafael Regional Park”. Promoter agrees that any such advertising or promotion will establish that the County is sponsoring the Event as a major sponsor. Washoe County will be considered a Sponsor of the 2017 Hot August Nights and for this consideration shall receive but not be limited to:

- Opportunity to have coupons and or literature distributed in each of the approximately 6,000 registered car participants and member volunteer gift bags.
- Banner signage rights (maximum size 3’ x 10’) at each Hot August Nights venue site.
- Promoted as Sponsor of Hot August Nights in all advertising where all sponsors are listed.
- 2 full page color ads in the Hot August Nights newsletter, “Hot Flashes” that goes to all registered car participants, volunteer members, sponsors, plus community and business leaders.
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- The following VIP accommodations:
 - 6 Sponsor Shirts
 - 6 Official Event Posters
 - 6 daily credentials to the Hot August Nights Corporate Hospitality Tent which is located at the Grand Sierra Venue site. This facility is open from 10:30 a.m. until 9:30 p.m. and serves a full complimentary lunch and evening meal together with a full complement of refreshments.

7. Indemnification and Insurance. County has established specific indemnification and insurance requirements for organizations using County facilities or property. Indemnification and hold harmless clauses are intended to assure that the organization accepts and is able to pay for the loss or liability related to its activities.

Attention is directed to the insurance requirements below. It is highly recommended that the Promoter confer with their respective insurance carriers or brokers to determine in advance of the availability of insurance coverage and notification requirements as prescribed and provided for herein.

Indemnification Agreement: Promoter agrees to hold harmless, indemnify, and defend County, its officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death, personal injury, or property damage to property of others and to Promoter's property caused by any action, either direct or passive, the omission of, failure to act, or negligence on the part of Promoter, its employees, volunteers, agents, representatives, contractors, or subcontractors arising out of the use of the Park premises or by those other(s) who are specifically identified as being under the direction, supervision, or invitation of Promoter.

In the event of a lawsuit against the County, its officers, officials, agents, employees, or volunteers who are not otherwise being defended by Promoter and/or Promoter's insurance carrier, then in that event, Promoter shall reimburse County at the conclusion of litigation for costs of County personnel in having to defend such actions, unless litigation determines that County was solely negligent, and/or had engaged in intentional tort(s). Reimbursement for the time actually spent by County's Counsel in having to defend County in said action, shall be charged at the rate which would be charged by private counsel for their services.

General Requirements: Promoter shall purchase Industrial Insurance and General Liability as described below. The cost of such insurance shall be borne by the Promoter.

Industrial Insurance: It is understood and agreed that there shall be no Industrial Insurance coverage provided for Promoter by the County. As Promoter has no employees, it is their intent not to purchase Industrial Insurance. Promoter is to require all subcontractors to provide industrial insurance coverage and agrees to hold harmless, indemnify, and defend County from and against any claim filed by any Promoter employee or volunteer which would have been covered by Industrial Insurance, had it been in place.

Minimum Limits of Insurance:

- a. General Liability: \$2,000,000 combined single limit per occurrence \$2,000,000 annual aggregate for bodily injury, personal injury and property damage. The limit provided by this policy will be dedicated to this event and any aggregate limit will not be eroded by any other extent loss or party. Coverage shall not be less than equivalent to the above form except upon prior written approval by County's Risk Management Division. All liability coverage shall be on an "occurrence" basis.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must

be declared to and approved by the County's Risk Management Division, in writing. The County reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the County's Risk Manager prior to the change taking effect.

Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability, arising out of the activities performed by or on behalf of Promoter, including the insured's general supervision of Promoter; products and completed operations of Promoter; premises owned, occupied or used by Promoter; or automobiles owned, leased, hired or borrowed by Promoter. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officer, officials, employees or volunteers.
- b. Under the property damage coverage provided by the Promoter's insurance contract, it is understood that with respect to damage to County property by Promoter or by others under its direction, supervision, auspices, or invitation, it will be covered by the policy without regard to the County being an insured and the operation care custody and control exclusion.
- c. The full limits of liability provided by this policy including any general aggregate limit will apply separately to this event.
- d. Promoter's insurance coverage shall be primary insurance as respects as to County, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by County, its officers, officials, employees, or volunteers shall be excess to Promoter's insurance and shall not contribute with it in any way.
- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided by the Promoter to County, its officers, officials, employees or volunteers.
- f. Promoter's 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.

- g. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or not 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 County.

Verification of Coverage: Promoter shall furnish County with original endorsements effecting coverage and with certificates for all insurance required by this contract. The endorsements and certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by County thirty (30) days prior to the event. County reserves the right to require complete certified copies of all required insurance policies at any time.

8. Termination. County shall have the right to terminate this Agreement and require immediate vacation of the premises in the event Promoter fails to comply with all the terms of this Agreement or any applicable federal, state, county or city laws, ordinances or rules.

9. Governing Law. The Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance. Any lawsuit arising out of this Agreement shall be brought in the Second Judicial District for the State of Nevada.

10. Attorney Fees. In the event either party is required to bring legal action to enforce the provisions of this Agreement, the prevailing party shall also recover reasonable attorneys' fees and costs of suit. Any legal action will be brought in the Second Judicial District for the State of Nevada.

11. Assignment. This Agreement shall be binding upon the parties, their representatives, successors and assigns. No assignment or transfer of this Agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.

12. Modification. This Agreement may be modified in writing and signed by both parties.

13. Severability. Each paragraph and provision of the Agreement is severable, and if one or more paragraphs or provisions of the Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.

14. Entire Agreement. This Agreement and referenced exhibit incorporated herein constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

15. Renewal. In the event Promoter successfully performs and complies with all the conditions of this Agreement, and the County determines that holding the event is in the best interest of the County, the Purchasing and Contracts Administrator shall have the right to renew this Agreement with possible revisions as specified by the Community Services Department and Office of the County Manager for future years of 2018, and 2019, provided that the fee and any additional park enhancement support as specified in Paragraph 16 will be renegotiated and the dates will be subject to prior commitment.

16. Payment to County. Promoter will not pay any rental or use fee for event in consideration of Sponsorship status of Washoe County for the 2017 event.

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

WASHOE COUNTY, NEVADA

HOT AUGUST NIGHTS

By _____
John Slaughter, County Manager

By _____
Mike Whan, Executive Director

STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

On the ____ day of _____, 2017, Mike Whan, personally appeared before me, a Notary Public, and acknowledged to me that he executed the above instrument for the purpose therein contained.

Notary Public



Reserved Area

Parking Area

Parking Area

RANCHO SAN RAFAEL REGIONAL PARK

SAN RAFAEL DR

WASHINGTON ST

- 002-101-10
- 002-101-11
- 002-101-12
- 002-101-09
- 002-101-08
- 002-101-05
- 002-101-06
- 002-101-04
- 002-101-03
- 002-101-02
- 002-101-01
- 002-064-05
- 002-064-04
- 002-064-06