



WASHOE COUNTY

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STAFF REPORT BOARD MEETING DATE: April 11, 2017

DATE: Wednesday, March 29, 2017
TO: Board of County Commissioners
FROM: Michelle Bello, Lieutenant, Patrol
(775) 832-4104, mlbello@washoecounty.us
THROUGH: Sheriff Chuck Allen *[Signature] 1232*
SUBJECT: Approve Sheriff's Security Agreement between the Lake Tahoe Visitors Authority/Local Organizing Committee and the County of Washoe on behalf of Washoe County Sheriff's Office to provide traffic control assistance for the AMGEN Pro Women's Bicycle Race [costs to be reimbursed by LTVA] on May 11, 2017 within Incline Village, Washoe County, Nevada. (Commission District 1)

SUMMARY

LTVA requested the Washoe County Sheriff's Office provide uniformed personnel to aid with traffic management and control at scheduled events occurring in Incline Village, Washoe County, Nevada on May 11, 2017. The agreement provides for reimbursement to the County for the cost of providing the uniformed personnel.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

The Board approved a similar Agreement on June 9, 2015.

BACKGROUND

The Washoe County Sheriff's Office was approached by the Lake Tahoe Visitor's Authority representing the AMGEN Women's Bike Tour to provide uniformed personnel to assist with traffic management and control during the event. Though these events are not new to Lake Tahoe and Incline Village, their popularity has increased.

FISCAL IMPACT

There will be no fiscal impact to Washoe County General Fund. All personnel costs including benefits and the use of WCSO equipment will be paid by the LTVA. Reimbursement received will be deposited to account 150200-485129 (Office of the

AGENDA ITEM # 5.F

Sheriff – Salary Reimbursement). Reimbursement will vary according to staffing and equipment assigned to each event.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve Sheriff's Security Agreement between the Lake Tahoe Visitors Authority/Local Organizing Committee and the County of Washoe on behalf of Washoe County Sheriff's Office to provide traffic control assistance for the AMGEN Pro Women's Bicycle Race [costs to be reimbursed by LTVA] on May 11, 2017 within Incline Village, Washoe County, Nevada.

POSSIBLE MOTION

Should the board agree with staff's recommendation, a possible motion would be: Move to approve Sheriff's Security Agreement between the Lake Tahoe Visitors Authority/Local Organizing Committee and the County of Washoe on behalf of Washoe County Sheriff's Office to provide traffic control assistance for the AMGEN Pro Women's Bicycle Race [costs to be reimbursed by LTVA] on May 11, 2017 within Incline Village, Washoe County, Nevada.

SHERIFF'S SECURITY AGREEMENT

BETWEEN THE

LAKE TAHOE VISITOR'S AUTHORITY/LOCAL ORGANIZING

COMMITTEE AND THE COUNTY OF WASHOE

ON BEHALF OF

WASHOE COUNTY SHERIFF'S OFFICE

THIS AGREEMENT is made this _____ day of _____ 2017, 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 **LAKE TAHOE VISITOR'S AUTHORITY/LOCAL ORGANIZING COMMITTEE** (herein, "**LTVA/LOC**").

WITNESSETH:

WHEREAS, **LTVA/LOC** desires the services of Deputy Sheriffs to provide security and law enforcement related to the **AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE**; and

WHEREAS, the **SHERIFF** desires to allow his Deputy Sheriffs to voluntarily work for **LTVA/LOC** in their non-duty hours because the provision of trained law-enforcement personnel for public functions, such as the **AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE**

RACE, 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 2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE and 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 Sheriffs, Lieutenant Deputy Sheriffs, Captain Deputy Sheriffs, and Reserve Deputy Sheriffs.
- B. "Sergeant" means a Sergeant Deputy Sheriff.
- C. "Lieutenant" means a Lieutenant Deputy Sheriff.
- D. "Captain" means a Captain Deputy Sheriff.
- E. "Security services" include law enforcement, traffic control, dispatch and communications services and services related thereto.

II. PROVISION OF SECURITY SERVICES TO LAKE TAHOE VISITOR'S AUTHORITY/LOCAL ORGANIZING COMMITTEE 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 **LTVA/LOC** 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 area of Lake Shore Drive in Incline Village, NV for the purpose of closing the entire length of the roadway from Highway 28 on the West side to Highway 28 on the East side during such time as to facilitate the movement of the racers on Lake Shore Drive;
- B. Assisting Nevada Highway Patrol and Douglas County Sheriff's Office along Nevada portion of the **LTVA/LOC** route as needed to assist in establishing a secure race;
- C. Providing additional security measures if the need arises or upon request by the **LTVA/LOC** 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 **LTVA/LOC** at the **2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE** by virtue of this **AGREEMENT**, and any such person who provides services during functions of the **2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE** 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 Policies and Procedures of the Sheriff's Office must be followed by deputies, sergeants, and lieutenants providing security services for the **2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE**. 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, lieutenants, and captains 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 **LTVA/LOC** 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	\$71.00 per hour
Sergeants	\$94.00 per hour
Lieutenants	\$110.00 per hour
Captains	\$129.00 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 **LTVA/LOC** reflecting all amounts paid to those employees as salary earned during the provision of such security services in an amount not to exceed \$8,000.00. The **LTVA/LOC** 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 **2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE**. 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 2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE. 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 LTVA/LOC a charge of Per Hour \$8.00 for each Sheriff's vehicle utilized in providing security services for the 2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE, and LTVA/LOC shall pay all such amounts to the SHERIFF promptly after receiving the invoice.

VIII. INSURANCE

A. AMGEN TOC POLICY

LTVA/LOC 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.

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

B. COUNTY NAMED AS ADDITIONAL INSURED

Prior to the commencement of providing security services for the 2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE, LTVA/LOC 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 LTVA/LOC 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 LTVA/LOC 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 LTVA/LOC. Any insurance or self-insurance maintained by the county shall be in excess of the LTVA/LOC 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 LTVA/LOC 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 LTVA/LOC 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

LTVA/LOC 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 LTVA/LOC's property, arising out of or as a result of the acts, errors, or omissions of LTVA/LOC, 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 LTVA/LOC or engaged in operations performed on behalf of the LTVA/LOC.

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 LTVA/LOC shall be excluded from the responsibility of the LTVA/LOC.

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, LTVA/LOC 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 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 LTVA/LOC 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 2017 AMGEN TOUR OF CALIFORNIA PROFESSIONAL BICYCLE RACE; May 11, 2017.

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.

I. 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.

J. 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 _____
Chairperson Washoe County Commission

ATTEST: _____
Washoe County Clerk

WASHOE COUNTY SHERIFF

By  _____
Chuck Allen, Sheriff

LTVA/LOC

By  _____
Carol Chaplin, Executive Director
LTVA/LOC