



WASHOE COUNTY

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|-----------|------------|
| CM/ACM | <u>KS</u> |
| Finance | <u>DN</u> |
| DA | <u>pal</u> |
| Risk Mgt. | <u>DE</u> |
| HR | <u>N/A</u> |
| Other | <u>N/A</u> |

STAFF REPORT

BOARD MEETING DATE: February 24, 2015

DATE: January 30, 2015

TO: Board of County Commissioners

FROM: Jennifer Budge, CPRP, Park Operations Superintendent
Community Services Department, 328.2181, jbudge@washoecounty.us

THROUGH: Eric Crump, Operations Division Director
Community Services Department, 328.2182, ecrump@washoecounty.us

SUBJECT: Approve an Agreement between Washoe County and Frederic Aparcar Productions for the Wagon Wheel Country Music Festival to be held at Rancho San Rafael Regional Park on October 3-4, 2015, with options for renewal in 2016 and 2017. (Commission District 3.)

SUMMARY

This item, if approved, authorizes an Agreement between Washoe County and Frederic Aparcar Productions, to hold a multi-day country music genre event with food and lifestyle components at Rancho San Rafael Regional Park, October 3-4, 2015. Attached is a map of the event location.

PREVIOUS ACTION

On January 6, 2015, the Washoe County Open Space and Regional Parks Commission recommended to staff to negotiate a special event agreement between Washoe County and Frederic Aparcar Productions/AEG Live on a proposal to hold the Wagon Wheel Country Music Festival special event at Rancho San Rafael Regional Park, October 3-4, 2015 to be taken to the Board of County Commissioners for possible approval.

BACKGROUND

The proposed multi-day event will feature food and drink, and will also feature live music of the country music genre. The proposed event will be held throughout Rancho San Rafael Regional Park, and the producers are anticipating 15,000 attendees.

Staff met with representatives of Frederic Aparcar Productions and Reno-Sparks Convention and Visitors Authority onsite to discuss use of the park areas, the schedules, activities and logistics of the event. Rancho San Rafael Regional Park has hosted many large multi-day events including The Great Reno Balloon Race, ESPN Great Outdoor Games, Reno Tahoe Blues Fest, and Skyfire 4th of July Celebration.

The Agreement outlines the requirements and responsibilities of the applicant and those of Washoe County. The agreement terms are consistent with those previously approved and used for other major special events at Washoe County park facilities. The agreement outlines the responsibilities of Frederic Apcar Productions which include but are not limited to:

- Access and Parking – Traffic and Parking Plan
- Advertising and Promotion
- Restrooms and Sanitary Facilities
- Park Clean up (during and post event)
- Event Layout and Setup
- Concessions
- Security
- Trash Receptacles and Dumpsters
- Electrical Power
- Sound Monitoring Services
- Dust Abatement
- Use of Staging and/or Inflatable Equipment

FISCAL IMPACT

The Agreement requires Frederic Apcar Productions to pay \$9,280 for use of the park and facilities identified in the agreement. The fee is based on the adopted Fee Schedule relating to the facilities and areas that will be reserved for the event.

Revenue will be posted to Rancho San Rafael Park Operations, 140510-460735 (facility functions) in fiscal year 2015-2016. No account transactions are required, base budgets include estimated revenue for special events and facilities reservations.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve an Agreement between Washoe County and Frederic Apcar Productions for the Wagon Wheel Country Music Festival to be held at Rancho San Rafael Regional Park on October 3-4, 2015, with options for 2016 and 2017.

POSSIBLE MOTION

Should the Board agree with the staff recommendation, a possible motion would be: “Move to approve an Agreement between Washoe County and Frederic Apcar Productions for the Wagon Wheel Country Music Festival to be held at Rancho San Rafael Regional Park on October 3-4, 2015, with options for 2016 and 2017.”

AGREEMENT

THIS AGREEMENT, made effective as of this _____ day of _____, 2015, by and between Frederic Apcar Productions, hereinafter "Applicant", and Washoe County, a political subdivision of the State of Nevada, on behalf of its Department of Community Services, hereinafter the "Department".

WITNESSETH

WHEREAS, the Department owns and operates a public park facility known as Washoe County's Rancho San Rafael Regional Park, hereinafter "Park", which is suitable for the needs of special events such as the Wagon Wheel Country Music Festival; and

WHEREAS, the Department is willing to allow a portion of the Park to be used for the Wagon Wheel Country Music Festival, hereinafter "Event" which is scheduled for October 3-4, 2015; with renewal options for 2016 and 2017, as further described in section 19 of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Right to Use Park.** Applicant shall have the exclusive right to use that portion of the Park designated on the map attached hereto as "Exhibit A", as "Reserved Area" for the purpose of hosting the Event upon the conditions set forth herein. It is acknowledged that other parties may use other portions of the Park simultaneously and the Event's use shall not interfere with such other use. It is further acknowledged that any use by other parties shall not in any way interfere with Applicant's use of the Park. Event preparatory construction activity at the Park may begin on, or after 7:00 a.m., September 30, 2015, and all cleanup and removal of Event structures must be done by 7:00 p.m. October 6, 2015. All Event construction activity will be restricted to those areas designated as Event venues by the Director of the Department, hereinafter "Director", or his/her designee, and shall not present a safety hazard or unreasonably interfere with the use of other areas of the Park by persons not involved with the Event.

2. **Access and Parking.**

a. The only vehicles that will be allowed on the turf areas will be those Authorized vehicles used for the purpose of moving equipment and structures to be used in the Event into place and servicing such equipment and structures.

b. Applicant will plan and provide for sufficient spectator parking at an off-site location, or locations, so that it will minimize the impacts to the surrounding neighborhoods and the Park.

c. Applicant will plan and provide for a shuttle system that will transport spectators between the off-site parking location, or locations, and the Park during the Event if deemed necessary by the Department. The shuttle transportation routes within the Park must be approved in advance by the Director.

d. Applicant and Event participants will be allowed access to the Park at times when the Park is otherwise closed for the purpose of setting up or servicing the Event venues,

provided that uniformed security is posted at the Park after the regular closing hour. The Director may, at his/her discretion, require an identification card or other type of pass to be issued by Applicant to participants in this Event.

e. Applicant shall provide a comprehensive traffic and parking plan to Department at least 60 days prior to the Event.

f. Applicant 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. Department must approve a plan for any fencing or barricades prior to any placement of materials. 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. Other Responsibilities of Applicant.

a. Applicant shall provide restrooms and sanitary facilities as are required by the Washoe District Health Department over and above existing Park facilities. Existing Park facilities may be closed during the event as determined by the Director.

b. Applicant will be responsible to protect the Park and keep it clean and, at the conclusion of the Event, will return the property to its original condition, normal wear and tear excepted.

c. Applicant shall be responsible to establish and coordinate the Event layout and designate vendor locations in appropriate areas of the Park, all of which must be pre-approved by Department, including the concession area.

d. Applicant shall be responsible for assigning locations for vendors.

e. Applicant shall be responsible for overseeing that all vendors have necessary permits, business licenses, etc. that will be required by applicable agencies.

f. Applicant shall be responsible for any and all setup for all Event venues.

g. Applicant shall be responsible for providing setup and take down of any and all tents, shade structures, stages, lighting structures, video cables and screens, sound equipment and other miscellaneous equipment and structures deemed necessary for the successful completion of the Event.

h. Applicant is responsible for the cleanup of Park grounds on all scheduled Event days and for performing a thorough cleanup of the Event area following the conclusion of the event and removal of all Event structures by 7:00 p.m., October 6, 2015. Cleanup shall include litter pickup, emptying garbage cans and loading garbage into dumpsters. If Applicant does not vacate area by 7:00 p.m. on October 6, 2015 a fee of 10% of the contract amount will be charged as a late fee. An additional 10% of the contract amount will be charged per day for every day after until all Event structures are removed and cleanup is complete.

i. Applicant shall be fully responsible for the security of their equipment, structures, supplies and venues 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.

j. All Applicant improvements required for the successful completion of the Event shall be Applicant's responsibility and must be authorized in writing by the Director or her/his designee.

k. Applicant shall, throughout the duration of the event, within the portion of the Park property designated for the Event as set forth in Exhibit A, take all steps necessary to adequately protect its users from hazards of which the Applicant is aware or should be aware by inspection. Attached hereto and incorporated herein by reference is "Exhibit A", a map outlining the site of the event.

l. Applicant will provide dumpsters or other trash depositories to the extent deemed necessary by Department throughout all stages of the Event. Department will designate the location of additional units that may be required.

m. Applicant shall be responsible for providing any additional electrical power service to the Park for the successful completion of their event. If additional power is required, Applicant must receive written approval from Department prior to any permanent on-site installation. All such improvements shall remain the property of Department once installed.

n. Department shall provide services as outlined in Section 4 of the Agreement. In the event it becomes necessary for Department to provide additional services not described herein, or if Department provides any additional services requested by Applicant, Applicant shall pay the Department its customary charge for such services if Department and Applicant agree in writing that such additional services are necessary.

o. Applicant will provide sound monitoring services at regular intervals throughout the scheduled events. The maximum amplified sound level will be 100 decibels at the Coleman St. entrance to the park. The sound must be measured at least once during practice sessions and no less than two other times during the scheduled amplified performances. Findings shall be documented and a report provided to Department within 30 days of the completion of the event.

p. Applicant will provide for adequate dust abatement measures, staffing, and ingress/egress plans in providing on-site spectator parking throughout the event.

q. The placement of staging, inflatable play equipment, tents or other similar items that have the potential to add additional stress or damage to turf areas need to be identified with the locations pre-approved by Department. Department reserves the right to set additional conditions for their use or deny the request based on the potential for damage to turf areas.

r. Applicant shall be responsible for arranging for recycling collection services for vendors and attendees. At a minimum, the following items will be collected:

Beverage containers – plastic bottles, aluminum cans

Packaging material – cardboard boxes, boxboard, and clean paper

Applicant will arrange for portable recycling containers next to trash cans, and service the containers as necessary. Appropriate signage for vendors and attendees should be provided that provides awareness and where to place recyclables.

4. Services by Department. Department shall provide the following assistance:

a. Any necessary field mowing, identification of irrigation system layout and garbage can layout.

b. Department shall provide staff as necessary to assist in ordinance interpretation, visitor safety and resource protection.

5. Advertising and Promotion. Applicant will be solely responsible for any advertising or promotion of the Event, and will use best efforts to ensure that any advertising or promotion shall refer to the location as "Washoe County's Rancho San Rafael Regional Park". Applicant agrees that any such advertising or promotion shall not imply or suggest that the County is sponsoring the Event or is in any way responsible other than in making the land available.

6. Concession. Applicant shall provide and have exclusive concession rights as to all food and beverage and souvenir items sold in that portion of the Park used for the Event, subject to any limitations set forth in NRS Chapter 426 and exemptions contained in NRS 82.021. Department will not allow outside vendors to sell any merchandise in other areas of the park during the Event.

7. Indemnification

a. Department and Applicant shall each indemnify, defend and hold the other party, its parent company, subsidiaries and affiliates and their officers, directors and employees, free, clear and harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorney's fees) arising out of (i) any breach or alleged breach of this Agreement; (ii) any representation made by it herein (including but not limited to any claim by a third party that the exercise of the rights of a party to this Agreement in accordance with its conditions and limitations infringes that third party's rights); or, (iii) its negligent or wrongful acts or omissions or negligent or wrongful acts or omissions of its agents, employees, contractors or assigns.

b. In any case in which indemnification is sought hereunder:

1. A party seeking indemnification ("Indemnitee") shall give the indemnifying party ("Indemnitor") prompt notice of any claim or litigation to which its indemnity applies; and,

2. The Indemnitor shall have the right to assume the defense of any claim or litigation to which its indemnity applies and the Indemnitee will cooperate fully with the Indemnitor in such defense and in the settlement of such claim or litigation. Without limiting the generality of the foregoing, if the Indemnitor fails or refuses to assume the defense of any claim, action or cause of action to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such claim, action or cause of action reached by the Indemnitee, as well as the costs and expenses (including reasonable attorney's fees) incurred by the Indemnitee in defending such claim, action or cause of action and/or in reaching such settlement. In no case shall any such compromise or limitation implicate rights, obligations or property beyond the subject matter of this Agreement.

8. Insurance

a. Applicant shall secure and maintain the insurance coverage listed below and, except as to Worker's Compensation, shall list Washoe County as an additional insured on each policy.

b. The insurance coverages to be maintained are as follows:

Commercial General Liability Insurance to include contractual and products/completed operations with minimum limits of \$1,000,000.00 on an occurrence form basis, and Automobile Liability coverage with minimum combined single limits of \$1,000,000.00 protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with its performance of its obligations hereunder or from or out of any negligent act or omission of it, its officers, directors, agents, subcontractors or employees.

Workers Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000.00 per occurrence; and

c. All such insurance required by the above articles shall be with companies and on forms acceptable to Department and shall provide that the coverage there under may not be reduced or cancelled unless thirty (30) days unrestricted prior written notice thereof is furnished to Department. All insurance shall be primary and not contributory with regard to any other available insurance to the owner in regard to their operations. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by owner) shall be furnished to Department, its parent and all affiliated and related companies as additional insureds and contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation applies to all coverages).

d. The indemnities shall not be limited by the insurance requirements.

e. The indemnification shall extend to claims occurring after the agreement has terminated as well as while the agreement is in force.

9. Termination. Department shall have the right to terminate this Agreement and require immediate vacation of the premises in the event Applicant fails to materially and substantially comply with all the terms of this Agreement or any applicable federal, state, county or city laws, ordinances or rules. Department may not terminate this Agreement, however, without first providing written notice to Applicant of the alleged failure to materially and substantially comply and allowing Applicant a reasonable opportunity to cure the alleged compliance problem.

10. Cancellation. If the Event is cancelled for any reason other than the failure of Department to perform its obligation, which is within the reasonable control of Applicant. Applicant shall be responsible to reimburse Department for its expenses and any potential loss of income due to the inability to rent reservable areas included the buildings, and pavilions had Applicant not have reserved the Park. In this event, Department is required to use reasonable diligence and efforts to mitigate any expected loss of income.

11. Performance. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God including, without limitation, earthquakes, floods, winds, or storms.

12. 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.

13. 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.

14. 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.

15. Modification. This Agreement may be modified in writing, signed by both parties.

16. 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.

17. Entire Agreement. This Agreement and references 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.

18. Payment to Department. Applicant agrees to pay **\$9,280** due and payable in full on or before **July 31, 2015**.

19. Renewal. In the event Applicant 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 Department for future years of 2016 and 2017, provided that the fee will be renegotiated based on the Department's adopted fee schedule and the dates will be subject to prior commitment.

20. Notices. All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid.

Washoe County
Director, Community Services Department
PO Box 11130
Reno, NV 89520

Frederic Apcar Productions
633 S. 4th Street, Suite 7
Las Vegas, NV 89101

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

WASHOE COUNTY, NEVADA
Acting by and through its
Board of County Commissioners

By _____
Marsha Berkbigler, Chair

ATTEST:

By _____
Nancy Parent, County Clerk

Frederic Apcar Productions

By _____
Event Coordinator

STATE OF NEVADA
COUNTY OF WASHOE

On the _____ day of _____, 2015, _____ personally appeared before me, a Notary Public, and acknowledged to me that she/he executed the above instrument for the purpose therein contained.

Notary Public



EXHIBIT A - RANCHO SAN RAFAEL REGIONAL PARK