



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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

STAFF REPORT

BOARD MEETING DATE: July 14, 2015

DATE: July 6, 2015

TO: Board of County Commissioners

FROM: Dave Solaro, Architect, P.E., Acting Director,
Community Services Department, 328-3624, dsolaro@washoecounty.us

THROUGH: Kevin Schiller, Assistant County Manager

SUBJECT: Approve a sponsorship of the Barracuda Championship which will be held at Montreux Golf and Country Club in Reno, Nevada, August 3 -9 , 2015; and if approved, authorize the Community Services Department Director to sign the Agreement for Sponsorship Services between Washoe County and the Reno-Tahoe Open Foundation [\$10,000]. (Commission District 2.)

SUMMARY

The Barracuda Championship 2015 golf tournament is an official PGA Tour-sanctioned event to be held at Montreux Golf and Country Club from August 3 (Monday) through August 9 (Sunday), 2015. The Barracuda Championship 2015 golf tournament will involve professional PGA Tour golfers competing on Montreux's 7,472 yard Jack Nicklaus championship course. This event is the seventeenth year for the tournament and will be televised nationally and internationally on The Golf Channel for 18 hours to 224 countries, reaching over 88 million households. The Reno-Tahoe Open Foundation is a 501(c)3 non-profit corporation, with board members from the local area. The Reno-Tahoe Open Foundation is handling event management.

Washoe County Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

On June 23, 2015, the Board of County Commissioners (Board) approved an Outdoor Festival business license for the Barracuda Championship 2015 golf tournament.

BACKGROUND

The sponsorship benefits and services related to the 2015 Event include eight seats at the August 4, 2015, Patriots' Luncheon with recognition as a supporting sponsor and the County logo predominately displayed on the official pairings guide, course map and several large maps placed throughout the golf course. At the June 23, 2015, Board meeting Commissioner Lucey requested staff look into sponsorship opportunities that would generate County recognition for visitors attending the event.

AGENDA ITEM # 5F8

Sponsorship opportunities such as this for events which have a long standing relationship within the County allow for recognition of Washoe County as a community leader.

FISCAL IMPACT

Funding for sponsorship of the Barracuda Championship is available in cost center 105000.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve a sponsorship of the Barracuda Championship which will be held at Montreux Golf and Country Club in Reno, Nevada, August 3-9, 2015; and if approved, authorize the Community Services Department Director to sign the Agreement for Sponsorship Services [\$10,000].

POSSIBLE MOTION

Should the Board agree with the staff recommendation, a possible motion would be: "Move to approve a sponsorship of the Barracuda Championship which will be held at Montreux Golf and Country Club in Reno, Nevada, August 3-9, 2015; and if approved, authorize the Community Services Department Director to sign the Agreement for Sponsorship Services [\$10,000]."

AGREEMENT FOR SPONSORSHIP SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into by and between the RENO-TAHOE OPEN FOUNDATION ("RTOF"), and WASHOE COUNTY. ("Company"). The date of the last signatory to sign this Agreement shall be the "Effective Date" hereof.

RECITALS:

(A) **WHEREAS**, the RTOF organizes, produces and operates a special event commonly known as the Barracuda Championship to be held at Montrêux Golf and Country Club in Reno, Nevada August 3- 9, 2015 ("2015 Event");

(B) **WHEREAS**, RTOF desires to enter into a sponsorship agreement with the Company for the 2015 Event on the terms and conditions provided in this Agreement. Payment by Company acknowledges sponsorship agreement in lieu of signature by company:

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the RTOF and Company hereby agree as follows.

1. **TERM.** Unless otherwise terminated as set forth herein, this Agreement is effective as of the Effective Date, and will expire on August 10, 2015, without notice or other action by either party hereto.

2. **SERVICES.** The RTOF shall provide the following sponsor benefits and services related to the 2015 Event to the Company:

- (a) Course Map Sponsor
 - i. Presenting Sponsor of the Course Map with your logo predominately displayed. Logo will appear in the official pairings guide and on a min of four 4' x 4' staked map board place on course
- (b) Patriots' Luncheon Sponsor
 - ii. Recognition at the Patriots' Luncheon as a supporting sponsor
 - iii. Eight (8) seats at the Tuesday August 4th Patriots' Luncheon

3. **PAYMENT.**

A. In consideration of the above-described sponsor benefits the Company agrees to provide payment to the RTOF in the amount of \$10,000 in cash:

- (a) The Company will provide payment on the following schedule:
 - i. \$10,000 in cash no later than July 30, 2015.

4. **TERMINATION.** The Agreement may be terminated by the RTOF if for any reason the 2015 Event is cancelled, in which case RTOF shall reimburse Company all payments minus any costs made pursuant to Section 3 of this Agreement within thirty (30) days after said cancellation of the 2015 Event.

5. **INSURANCE.** At all times during the Agreement term, the RTOF shall procure and maintain, at its sole expense, the following insurance coverages.

(a) The RTOF shall carry a Standard Comprehensive General Liability insurance policy covering Bodily Injury, Property Damage, Independent Contractors, Personal Injury, Broad Form Property Damage, Broad Form Contractual Liability and Medical Payments the limits of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate for both bodily injury and property damage.

(b) **Form of Coverage.** All such insurance maintained by RTOF shall be issued by insurance companies authorized to do insurance business in the State of Nevada.

6. **LIMITED LIABILITY/INDEMNIFICATION.**

The Company agrees to exercise its best judgment in its performance of the Services with a view to avoiding any claims, proceedings or suits being made or instituted against the RTOF or Company. The Company agrees to indemnify, defend and hold harmless the RTOF, PGA TOUR and the title sponsor (if any) from and against any and all claims, demands, actions, liabilities, and expenses including reasonable attorney's fees arising out of any act or omission of Company or its agents at or relating to the 2015 Event.

This provision allocates the risks under this Agreement between the Company and the RTOF. The RTOF's pricing reflects the allocation of risk and limitation of liability specified below. The Company shall remain liable for bodily injury or personal property damage resulting from negligent or willful actions of Company or the company's employees, agents or guests during the 2015 Event to the extent such actions or omissions were not caused by the RTOF.

7. **MISCELLANEOUS.**

(a) **No Waiver of Rights.** Failure of a party at any time to require another party's performance of any obligation under this Agreement will not affect the right to require performance of that obligation at any later time. Any waiver of any breach of any provision of the Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.

(b) **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them. This Agreement may be modified only in writing signed by Company and the RTOF.

(c) **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by Company without the prior written consent of the RTOF.

(d) **Modification or Amendment.** It is agreed that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by both parties.

(e) **Governing Law.** The validity, construction, performance and effect of this Agreement will be governed by the substantive laws of the State of Nevada. It is further agreed that any action, suit or judicial proceedings brought by either party against the other with respect to any matter arising out of or connected with this Agreement and/or the relationship of the parties, will be brought solely in a state district court located in Washoe County, Nevada, and that such court will have personal jurisdiction over the parties with respect to such action, suit or proceeding.

(f) **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

(g) **Attorney Fees and Expenses.** In the event either party shall file an action or proceeding against the other to enforce any provision or right hereunder, the prevailing party in such action or proceeding shall be paid by the other party thereto all reasonable costs and expenses incurred by such prevailing party in connection with such action or proceeding, expressly including, but not limited to, reasonable attorney fees. Such costs and expenses, including attorney fees, shall be included in any judgment or decree rendered in such action or proceeding.

(h) **Notices.** All notices and other communications required or permitted to be provided under this Agreement shall be in writing and may be delivered by hand, facsimile transmission with verification of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To RTOF:

Chris Hoff, Tournament Director
Reno-Tahoe Open Foundation
1 East First Street, Ste. 1600
Reno, NV 89501
Facsimile: 775-322-1213

To Company:

David M. Solaro, Arch., P.E.
Washoe County
1001 E. Ninth Street, Bld A
Reno, NV 89520

Or to such other addresses as any party may designate by notice in accordance with this Section.

Notice shall be deemed given on the date of personal delivery by hand, or the date of receipt of facsimile transmission (with verification of receipt), on the date delivery is refused, if applicable, or on the date of mailing if by U.S. return receipt mail.

(i) **Time.** Time is of the essence in all matters related to this Agreement.

**RENO-TAHOE OPEN FOUNDATION, a
Nevada nonprofit corporation**

WASHOE COUNTY

By: _____
Chris Hoff, Tournament Director

David M. Solaro, Arch., P.E.

Date: _____

Date: _____