MEMORANDUM

TO: Board of Trustees
THROUGH: Steven J. Pinkerton
General Manager
FROM: Gerald W. Eick CPA CGMA
Director of Finance
SUBJECT: Review process for selection of professional services provider for Security Services covering the period October 1, 2017 to September 30, 2019, and authorize the General Manager to execute an agreement for these services with High Sierra Patrol, Inc., for the first year cost of $65,610, and including a three year extension in 2019 at discretion of the General Manager, and two additional extensions in 2022 and 2025 at the discretion of the Board of Trustees

STRATEGIC PLAN: Long Range Principle #4 – Service “Provide well defined customer centric services levels...”

Long Range Principle #5 – Assets & Infrastructure “Maintain ... District assets to ensure safe and accessible operations for the public and the District’s workforce”

DATE: September 13, 2017

I. RECOMMENDATION

That the Board of Trustee makes a motion to:

1. Approve Security Services Agreement to September 30, 2019 with High Sierra Patrol, Inc., for the first year cost of $65,610, and including a three year extension in 2019, at discretion of the General Manager, and two additional extensions in 2022 and 2025 at the discretion of the Board of Trustees.

2. Authorize the General Manager to execute all Agreements upon review by Staff and General Counsel.
II. DISTRICT STRATEGIC PLAN

The District’s Security Service Agreement, provides a scope of work that creates a secure environment for our facilities, our staff and customers over the course of the year. Many of the objectives are directed at providing a safe and compliant environment for delivery of service. Other objectives are directed towards the physical safety and control over facilities and equipment. The scope of services fluctuates with each season or venues, as needed.

III. BACKGROUND

In 2002, the District hired High Sierra Patrol through a bid process. The agreement allowed for a series of extensions. In 2011, the Board of Trustees authorized a three year extension agreement that allowed for an additional three years at the discretion of the General Manager. Over the years, the scope of services has focused on patrol functions for a uniform presence at venues, and overnight observance of conditions at venues. In addition to patrol, individual details included a special foot patrol for the July 4th activities and occasional alarm response. There have been other instances of special services over the past 15 years. As staff analyzed the next steps to address the 2017 expiration of the agreement, it stood out that to reasonably change a provider, a different contract period would be necessary. Staff arrived at September 30. Staff also realized that changing operating conditions over these 15 years, indicated a greater emphasis on daytime patrol and less need for some overnight services. Therefore, a new daytime patrol scope was established for May 1, 2017 running to September 30, to allow for a proof of concept, and to realign the contract start to avoid specifically changing so close the July holiday, if we decided on a new provider.

Staff began identifying potential providers in 2016. Since the Security Services being requested require State certifications, these are considered professional services. A process of Request For Information (RFI) was used, inviting four companies to respond to set of questions and an outline their charges to provide requested services. Those chosen for interview met with staff. Of the four area organizations invited, two made responses and both were interviewed. Both were well qualified. Both are prepared to begin service October 1. One is established in the area being a long time provider in the Basin and the other is well established over several states, with a much lesser immediate presence in the Tahoe Basin.
Review process for selection of professional services provider for Security Services covering the period October 1, 2017 to September 30, 2019, and authorize the General Manager to execute an agreement for these services with High Sierra Patrol, Inc., for the first year cost of $65,610, and including a three year extension in 2019 at discretion of the General Manager, and two additional extensions in 2022 and 2025 at the discretion of the Board of Trustees.

Staff has considered the capabilities and operating characteristics of each candidate. Staff recommends High Sierra Patrol, Inc. as the best fit for the District’s needs and approach to the patrol services. We have framed the agreement to be for two years to validate the revised scope of service, followed by potentially three three-year renewals.

IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute as they qualify under (NRS) 332.115 as described in subsection (b) Professional Services.

V. FINANCIAL IMPACT AND BUDGET

The District budget for Security Services for 2017-18 is $75,408. The change in scope was determined after the budget process was mostly decided. The agreement to be executed includes a cost increase based on the Bureau of Labor Statistics CPI-W Index for the month of June, with a maximum annual increase of 4%. A similar clause has been in place since 2002 and High Sierra Patrol has not always sought increases even when the index allowed them.

VI. ALTERNATIVES

Security Services is a critical component to successful operations at IVGID. The current agreement expires September 30, 2017, if this action is not taken, something will have to be arranged until a more permanent agreement can be made. The Agreement Appendix has been attach to give an indication of the scope of services requested.

VII. COMMENTS

High Sierra Patrol took it upon themselves to have their staff take the District’s Customer Service Training in order to better understand both our service levels and the manner in which we seek to deliver those standards to our Customer. They developed their own bicycle patrol as a means to avoid traffic, but also to be more customer friendly at the Beach and Parks venues. Both of these are seen as examples of why High Sierra Patrol’s familiarity and concern is important to their ability to serve the District. Staff appreciates their willingness to communicate and adapt.
Review process for selection of professional services provider for Security Services covering the period October 1, 2017 to September 30, 2019, and authorize the General Manager to execute an agreement for these services with High Sierra Patrol, Inc., for the first year cost of $65,610, and including a three year extension in 2019 at discretion of the General Manager, and two additional extensions in 2022 and 2025 at the discretion of the Board of Trustees.

VIII. BUSINESS IMPACT

This item is not a “rule” within the meaning of NRS, Chapter 237, and does not require a Business Impact Statement.
SECURITY SERVICES AGREEMENT

Effective for the Year Starting October 1, 2017

Prepared By:
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, Nevada 89451
SECURITY SERVICES AGREEMENT
Effective for the Year Starting October 1, 2017
Page 2 of 10

THIS AGREEMENT made and entered into this ___ day of September, 2017, by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereafter referred to as "District" and High Sierra Patrol, Inc. hereafter referred to as "Contractor."

WITNESSETH

WHEREAS, District is a general improvement district organized under and existing pursuant to the laws of the State of Nevada; and,

WHEREAS, Contractor is licensed under NRS Chapter 648 to provide private security services;

NOW, THEREFORE, in consideration of the premises and mutual promises hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

I. GENERAL

1. Contractor shall perform the security services for the District as set forth in Section V. hereto and made a part of, together with such additional services, duties, and responsibilities as are set forth herein. District may modify level of services provided for under Sections V / VI / VII upon notice to the Contractor.

2. In consideration of the performance of this Agreement by Contractor, District agrees to pay to Contractor monthly, following service period month during which Preventative Patrol, Alarm Responses, Security Guard and Daytime Patrol were performed. Contractor must provide a complete invoice for services rendered. When District requires Contractor to provide services over and above the service levels identified in Sections V/VI/VII, Contractor may bill District when the special services/events are performed as scheduled in Section VII.

Contractor shall submit an itemized statement of charges in accordance with the fee schedules outlined in Exhibit A-1, which will be updated every year prior to October 1st if services under this contract are extended for additional years. District shall not pay premium (time and a half) rates for services.

3. This contract shall commence on the 1st day of October 2017 and continue through the 30th day of September 2019, subject to an option for an additional three years, from October 1, 2019 through September 30, 2022 upon the mutual agreement of the parties. Two additional extensions can be considered with the approval of the Board of Trustees prior to September 2022 and September 2025. If any such extension occurs, it shall be on the same terms as set forth in this Agreement, except as may be revised as mutually agreed upon by the parties.

4. It is recognized that proper and adequate security is important to the District and that such security is dependent on the competency of the employees of the Contractor. Accordingly, it is agreed that in the event there is a breach of this Agreement by the Contractor, or in the judgment of the District, services provided for herein are not being adequately provided, the District shall give Contractor five (5) days written notice of such determination. If at the end of the five day notice period, there continues to be a breach, then the District shall be entitled to forthwith terminate this Agreement. In such an event, Contractor shall be paid for all services performed to date of termination. This Agreement shall automatically terminate upon Contractor’s loss of license under NRS Chapter 648, or any license, insurance coverage, or
SECURITY SERVICES AGREEMENT
Effective for the Year Starting October 1, 2017
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certification required for Contractor to properly provide the services required under this agreement.

5. If any of Contractor’s agents or employees is charged by any law enforcement agency with the commission of any felony or a misdemeanor involving moral turpitude, Contractor shall immediately suspend or terminate such agents or employees from service to District. If the Contractor is charged by any law enforcement agency with the commission of any felony or misdemeanor, which involves moral turpitude, the District may immediately suspend or terminate the Agreement at District’s discretion. Contractor shall immediately notify District of any action by any official, agency, court, or panel to suspend, investigate, censure, revoke a license, call to testify, or other undertaking in relation to the professional conduct of Contractor or any of Contractor’s past or present agents or employees.

6. Contractor shall perform this Agreement as an independent contractor and nothing herein shall be construed to be inconsistent with this relationship or status, nor shall anything in this Agreement be in any way construed to constitute Contractor or any of Contractor’s employees or agents as the agent, employee, or representative of District.

7. Contractor shall employ and furnish trained and qualified personnel to carry out the work to be performed by the Contractor under this Agreement. Contractor shall observe screening, training, and monitoring and control procedures for its employees and agents as described in Section VIII, Quality Control. Contractor shall unconditionally responsible for the payment of wages and salaries to all employees of the Contractor. Contractor shall exonerate, indemnify, and hold harmless District from any and all liability for any damages or injury District may suffer due to Contractor’s work under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, or similar obligations, with respect to Contractor’s employees engaged in the performance of this Agreement.

8. Contractor and Contractor’s employees and agents shall at all times while on duty be courteous to the public, clean and neat in appearance, free from the influence of any drug or alcohol, and professional in conduct. Contractor and Contractor’s employees and agents shall treat all persons respectfully, equally, and fairly, and shall not use profanity or racial slurs in public. District shall have the right to insist upon removal from service to District any employee or agent of Contractor who fails to consistently meet these standards.

9. Contractor shall maintain a capability for communications to security requests and alarm response during the times and seasons designated in Exhibit A-1. All of Contractor’s employees and agents shall be accessible by telephone to both the Contractor’s dispatch operations and to District’s employees during the designated times as outlined in Exhibit A-1. When responding to requests for security response or alarm call-outs, Contractor shall use its best efforts to respond in a timely fashion.

10. Contractor and Contractor’s employees and agents shall use its best efforts to avoid the use of force in providing security services under this Agreement. Violations of this paragraph will result in immediate review of the incident with the Contractor, after which the District may terminate this Agreement at its sole discretion.

11. The parties acknowledge that as a provider of security services the Contractor has available to it internal information about the security, personnel, procedures, Policies and Practices of the District. Contractor agrees to keep confidential all information received in Contractor’s
SECURITY SERVICES AGREEMENT
Effective for the Year Starting October 1, 2017
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capacity as security provider and to disseminate same only to District's authorized / designated employees unless otherwise authorized in writing by the District. Nothing in this paragraph shall constrain the Contractor from reporting unlawful activities to the appropriate law enforcement officials or coordinating Contractor's responsibilities under this Agreement with public safety agencies.

12. District shall identify its representative for providing general coordination and guidance under this Agreement. Contractor shall only perform additional services beyond that noted in Section V. upon express authorization of the District's Director of Finance, unless it is for over $10,000 increased costs, which then requires the additional authorization of the District General Manager.

13. Contractor shall keep a log of each security incident that occurs, such as unlocked doors, alarm responses, keys left in vehicles, etc, in a form mutually acceptable to the District and Contractor; which includes the date, time, location, and nature of each incident. A copy of each entry in the log shall be furnished to the District by the end of the next business day. The Contractor shall meet with the District on a periodic basis to discuss overall security problems and incident patterns and to assist District in developing strategies to improve District's security.

14. Contractor shall furnish at Contractor's expense, all materials, equipment, vehicles, radios, and other items necessary to perform this Agreement. District shall not be responsible for or be liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment or materials used by the Contractor or its employees or agents. If equipment or materials are furnished, rented, or loaned to the Contractor or its employees or agents by the District, Contractor accepts full responsibility for damages resulting from the use, misuse, or failure of such equipment. However, should said equipment becomes unserviceable due to ordinary wear and tear or mechanical obsolescence, and then District agrees to replace it. Nothing herein will relieve Contractor from the duty to replace any damage to any equipment or material caused by the Contractor's own negligence.

15. Contractor agrees to promptly observe, comply with, and execute all present and future laws, ordinances, rules and regulations of the United States of America, the State of Nevada, Washoe County, and Incline Village General Improvement District. If compliance with the laws, rules and regulations involve expenses not otherwise realized at the inception of this Agreement, any costs will be at the Contractor's expense.

16. Any and all provisions of this Agreement by which Contractor agrees to indemnify and hold harmless the District shall be construed to apply under all working conditions and to all locations where works is to be performed regardless of the hazard or danger, whether known or unknown, disclosed or undisclosed.

17. In the performance of the work herein contemplated, Contractor is regarded as an independent contractor with the authority to control and direct the performance of the details of the work, District being interested only in the results obtained. However, District reserves the right to review Contractor's practices and require mutually agreeable modifications in practices where they affect or could affect the quality of security service. It is agreed that District has the right to segregate security services outlined in Exhibit A-1 when it is determined that such service(s) does not meet District's cost and/or performance requirements.
18. The work and services provided for herein shall be performed by the Contractor. No other person or firm other than the regular associates or employees of the Contractor shall be engaged upon work or services except upon the written approval of the District. This provision shall not apply to secretarial, clerical, routine mechanical and similar incidental services needed by the Contractor to assist in the performance of this Agreement. If the Contractor ceases direct day-to-day control and management of the Contractor's business, the District, at its option, may terminate this Agreement. The Contractor shall not assign or subcontract this Agreement, or any portion thereof, without the written consent of the District.

19. Contractor shall not hire District’s employees or agents to perform any portion of the work or services provided for herein including secretarial, clerical, routine mechanical and similar incidental services except upon written approval of the District during the term of this Agreement. Further no Trustee or spouse or economic dependent of such Trustee shall be employed or retained in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Agreement during the term of the Agreement.

20. This Agreement shall be binding on, and inure to, the benefit of the heirs, executors, administrators and assigns of the respective parties hereto. Provided, however, that should the District sell or lease any facility to which security services are provided under this Agreement, the Agreement as it pertains to those facilities shall become null and void at the discretion of the District.

21. This Agreement may be amended by mutual agreement of the parties in writing and may include the addition of new facilities.

22. Addresses for giving notice(s) are as follows:

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, Nevada 89451

High Sierra Patrol, Inc
359 Fairview Drive
Carson City, NV 89701

II. LITIGATION

1. This Agreement shall be interpreted under the laws of the State of Nevada and venue for any litigation relating to the Agreement will be in Washoe County, Nevada.

2. If either party institutes litigation relating to any matters pertaining to this Agreement, the prevailing party in such litigation shall recover its attorney’s fees and costs from the non-prevailing party.

III. INSURANCE

1. Contractor agrees to indemnify and hold harmless District, its officers, employees and agents from and against any and all claims, demands, losses, costs, damages, and/or liability of any kind or nature, which District may sustain or incur or which may be imposed upon them for physical or emotional injury to or death of persons, or damage to property as a result of, arising out of, or connected with Contractor's performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of District.

2. With respect to the performance of work under this Agreement, Contractor shall maintain insurance as described below:
SECURITY SERVICES AGREEMENT
Effective for the Year Starting October 1, 2017
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a. Commercial general liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include personal injury liability, broad form property damage coverage, false arrest, false imprisonment, libel, and slander. Such insurance shall (1.) name District as an additional insured; (2.) be primary with respect to any insurance or self-insurance programs maintained by District; and, (3.) contain standard cross-liability provisions.

b. Commercial automobile liability insurance with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.

c. Workers’ compensation insurance for Nevada employers will comply with Nevada Revised Statutes and Department of Insurance rules and regulations.

d. Contractor shall furnish properly executed certificates of insurance to District prior to commencement of work under this Agreement. Such certificates shall: (1.) clearly evidence all coverage required above, including specific evidence of a separate endorsement naming District as an additional insured, as well as all exclusions to the policies; (2.) indicate whether coverage provided is on a claims-made or occurrence basis; (3.) provide that such insurance shall not be materially changed, terminated or allow to expire except on 30 days prior written notice to District; and (4.) be forwarded to:

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV. 89451

3. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. District, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, District may purchase such required insurance coverage and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance.

IV. FEE/RATE SCHEDULE

1. The fee/rate schedule for security services shall commence on the 1st day of October 2017 as shown in Exhibit A-1 of this Agreement.

2. Each consecutive year hereof, the fee/rate schedule may increase by an amount equal to that amount indicated by the percentage change in the US City Average Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W All Items) for the year ending in June, immediately preceding the period for which the increase in fee/rate schedule is proposed.

3. Any fee increase, if mutually agreed upon between the parties, including periods post 2022 with approval of the District Board of Trustees, may be above index, but in no event may an annual increase be greater than 4%.

4. Contractor will submit a proposed fee to the District for budget purposes no later than August 31st, the date prior to the annual October 1st fee adjustment date. The proposal should include the rationale for any proposed increase.
V. PREVENTATIVE PATROLS (may be authorized individually or in combination to obtain the desired coverage of Preventative Patrol by the District General Manager or Designee)

Security Check Defined - Walk the premise perimeter to observe all windows are secure; all exterior doors are latched; no alarms are activated. Look for keys in IVGID vehicles; if found, confiscate keys and return to District at a designated location. Issue "No Parking" notices to unauthorized vehicles found on District premises. Check for any suspicious circumstances on premises, including evidence of entry, vandalism or property damage, suspicious persons, unusual hazards, etc., and notify District and, as required, the Washoe County Sheriff's Department.

1. Chateau/Championship Golf Course – Patrol should security check the Chateau (upper level) and Championship Golf Administration (lower level), Cart Barn, Golf Maintenance Building, and parking lot, driving range, putting green, and chipping green.

2. Mountain Golf Course – Patrol should security check Clubhouse and Maintenance Building (upper level) and Cart Storage (lower level), parking lot, and putting green.

3. Beaches (Ski Beach / Hermit Beach/ Incline Beach / Burnt Cedar Beach) – Patrol should security check all buildings and gatehouses, parking lots, and grounds to also include the swimming pool at Burnt Cedar Beach.

4. Aspen Grove Community Center – Patrol should security check the building and park grounds inside the fenced area, parking lot and Village Green restroom and storage facility.

5. Diamond Peak Ski Resort – Patrol should security check the Main Ski Lodge (all levels), the Skier Services Administration Building, and the entrance gates, parking lots, and immediate grounds adjacent to buildings.

6. Main IVGID Administration/Offices – Patrol should security check the building and parking lot.

7. Recreation Center – Patrol should security check the building and parking lot.

8. Tennis Complex – Patrol should security check the building complex, tennis courts, and parking lot.

9. Burnt Cedar Intake and Ozone Plant – Patrol should security check the buildings and insure auxiliary gate is locked.

10. Preston Field – Patrol should security check the bleachers and building, parking lot, and park and insure restrooms are locked.

11. Incline Park (three ball fields), Skate Park & Parks Maintenance Storage Building - Patrol should security check the ball field #3 building to include restrooms are locked, and security check the grounds and bleachers. Security check the grounds for the Skate Park. (Note: The parking lot belongs to the Middle School.) Patrol should also security check the Parks Maintenance Storage Building and equipment yard (including that the yard gate is locked).
12. **Sweetwater Public Works Administration Complex** – Patrol should security check all buildings, equipment yard, and vehicles. The gate to be locked, unless on call employees are present.

13. **Sweetwater Treatment Plant** – Patrol should security check all buildings, parking lot, and vehicles. The gate to be locked, unless on call employees are present.

VI. **DAYTIME PATROLS** (during date range and hours identified)

Daytime Patrol - At the beginning of each shift, the security patroller will contact the Parks Supervisor at the Parks Maintenance Storage Facility to obtain any special, daytime instructions and/or park’s/ball field’s schedules.

1. **Beaches** – Services performed on all portions of premises at Burnt Cedar Beach and Incline Beach and Ski Beach (including Boat Ramp) and Hermit Beach (including non-motorized storage areas). Provide primary traffic control, disorderly person control, crowd control, alcohol and drug control, and animal control at these sites (no pets on beaches except Ski Beach and only during posted dates and times). Assist staff with checking identification, bathrooms, and parking, as required. If safety hazards are noted, report them to District. Enforce IVGID rules and regulations and make citizen arrests as necessary, within the constraints of the law and IVGID regulations, including without the use of force. Assist and obtain assistance from public safety officials and services (sheriff, fire, ambulance, animal control, towing services, etc.), as required. Report all parking violations, and security incidents to District. Nightly lockup or false lock (as directed) all entrance gates and bathrooms.

2. **Parks & Ball / Soccer Fields** – During the Parks patrol, check all fields (Preston field, Incline Park [3] fields, Skate Park, and Village Green [2] soccer fields) to insure only authorized, organized sporting events are utilizing the fields. No pets are authorized on Village Green (except on a leash) during organized play to include practice. Check all parks (Preston Park, Skate Park) to insure parks are being used properly and in compliance with posted rules and regulations. Be present in the Recreation Center parking lot at closing time.

VII. **SPECIAL SERVICES/EVENTS**

1. **Alarm Response** - Respond to any security alarm activation or citizen’s report of a security problem on District premises during stated time frame. Check to determine premises are secure and alert responsible party for activated alarm. Respond to a request for a “Responsible” by the Sheriff’s Department and provide assistance to the Sheriff’s Department in investigating any suspicious circumstances on District’s premises. When required to gain access to a District’s facility where access has been limited, call-out District’s “Responsible” person for the facility.

2. **Security Guards** - When attendance is required at District functions or functions sponsored by others at District facilities, the Contractor will provide, when requested, disorderly person control, crowd control, and alcohol & drug control. The Contractor will periodically patrol inside and outside buildings and parking lots, as necessary, and assist with parking lot control, traffic control and control of admissions to the event function. The Contractor will enforce District rules and regulations, make citizen arrests as necessary, within the constraints of the law and District’s regulations, including without the use of force. The Contractor will assist and/or obtain assistance, as required, from public safety officials and services (i.e. sheriff, fire, paramedics, ambulance, animal control, towing services, etc.).
Contractor will report all accidents, parking violations, and security incidents to the District by the end of the next business day. Additional responsibilities may be addressed, depending upon the nature of the junction and the facilities, at dates, times, and locations requested by the District, on a case-by-case basis.

3. **Independence Day/Holiday Weekend**  – Provide additional patrol as required by the Recreation Department for the three beaches and Village Green. Refer to Exhibit A-1 Page 2 for number of patrollers, dates and hours of service. Patrol may include traffic and crowd control. Enforce IVGID rules and regulations and make citizen arrests as necessary, within the constraints of the law and IVGID regulations, including without the use of force. Assist and obtain assistance from public safety officials and services (sheriff, fire, ambulance, animal control, towing services, etc.), as required. Report all accidents, parking violations, and security incidents to District by the end of the next business day.

The Security Guard patrol shift shall be at a minimum of hours per day but normally will not exceed eight hours per day. District may adjust the dates and times for patrolling events, the beaches and parks and during the July 4th holiday period at its sole discretion. If District adjusts levels above those provided in Exhibit A-1 Page 2, District will make advanced arrangement for any fee adjustments. District also reserves the right to reduce the service level described in Exhibit A-1 Page 2 to include hours of service, days of service, and number of personnel.

**VIII. QUALITY CONTROL**

1. **Employee Screening and Selection**  – Any person providing any services under this Agreement must maintain a registration as a private patrolman from the State of Nevada’s Private Investigator’s Licensing Board, under the provisions of NRS Chapter 648. Each person shall also maintain an employment certificate as a private police and security officer from the Washoe County Sheriff’s Department under the provisions of Washoe County Code Chapter 25.

2. **Employee Training**  – Any person providing any services under this Agreement shall satisfactorily complete and pass a course in exercising the power to arrest, general rights of citizens, and limits of authority as establish in NRS 648 and NAC 648. Any such person shall also satisfactorily complete on-site training, including patrol procedures, back-up and assistance procedures, radio procedures, reporting procedures, and an orientation to all District facilities operations, and security services, administered by Contractor.

In addition, personnel assigned to special patrol at the beaches during seasonal operations will be required to attend District staff personnel equivalent orientations for Parks & Recreation.

3. **Employee Monitoring, Discipline, and Control**  – The Contractor shall maintain, administer, and enforce personnel policies establishing guidelines pertaining to the following subject: substance abuse, verbal and physical abuse, solicitation, dress and grooming code, vehicle operation, radio communication, reporting procedures, and patrol procedures. The District reserves the unconditional right to direct the removal of a Contractor’s employee from performing District’s security services.
IX. **TERMINATION OF THIS AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days *written* notice to the other party of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and date of the year set forth above;

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

By: ________________________________
    Steven J. Pinkerton
    General Manager

**HIGH SIERRA PATROL, INC.**

By: ________________________________
    President

Reviewed and approved as to form:

By: ________________________________
    Jason Guinasso
    District General Counsel
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
SECURITY SERVICES & FEE SCHEDULE
Effective October 1, 2017 to September 30, 2018

Preventative Patrol Services
(Standard Nightly Patrol - 1 perimeter inspection between 8 p.m. to 4:30 a.m.)

<table>
<thead>
<tr>
<th>Location</th>
<th>Fee for Service Per Month:</th>
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<tbody>
<tr>
<td>955 Fairway Blvd</td>
<td>$350</td>
</tr>
<tr>
<td>Chateau</td>
<td>Special Note Request</td>
</tr>
<tr>
<td>Cart Barn</td>
<td>Two Inspections per Night at this Location</td>
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<tr>
<td>Maintenance Building and Yard</td>
<td></td>
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<tr>
<td>Championship Golf Course</td>
<td></td>
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<tr>
<td>690 Wilson Way</td>
<td>$300</td>
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<tr>
<td>Mountain Golf Course Clubhouse</td>
<td></td>
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<tr>
<td>Maintenance Building</td>
<td></td>
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<tr>
<td>Mountain Golf Course Parking Area</td>
<td></td>
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<tr>
<td>960 Lakeshore</td>
<td>$150</td>
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<tr>
<td>Aspen Grove Community Center</td>
<td></td>
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<tr>
<td>Village Green Restroom &amp; Storage</td>
<td></td>
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<tr>
<td>980 Incline Way</td>
<td>$300</td>
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<tr>
<td>Recreation Center</td>
<td></td>
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<tr>
<td>Request presence at Rec Center Parking lot for 15 minutes at closing time (M-F at 9, Weekends at 8)</td>
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<tr>
<td>Tennis Center</td>
<td></td>
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<tr>
<td>948 B Incline Way</td>
<td>$150</td>
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<tr>
<td>Park Storage Building and Yard</td>
<td></td>
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<td>893 Southwood Blvd</td>
<td>$150</td>
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<tr>
<td>Administration Building</td>
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<tr>
<td>1210 Ski Way</td>
<td>$300</td>
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<td>Skier Services Building</td>
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<tr>
<td>Ski Lodge</td>
<td></td>
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<tr>
<td>1210 Sweetwater Road</td>
<td>$150</td>
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<tr>
<td>Bldg. A - Public Works Admin. Complex</td>
<td></td>
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<tr>
<td>Bldg. B - Buildings Maintenance and Shop</td>
<td></td>
</tr>
<tr>
<td>Bldg. C - Cold Storage Building</td>
<td></td>
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<tr>
<td>1220 Sweetwater Road</td>
<td>$150</td>
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<tr>
<td>Sewer Treatment Plant</td>
<td></td>
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<tr>
<td>Highways 431 &amp; 28</td>
<td>$150</td>
</tr>
<tr>
<td>Preston Field Ballpark, Bleachers Complex</td>
<td></td>
</tr>
<tr>
<td>Tahoe Blvd &amp; Southwood East</td>
<td>$150</td>
</tr>
<tr>
<td>Skateboard Park &amp; Incline Ball Park</td>
<td></td>
</tr>
</tbody>
</table>
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
SECURITY SERVICES & FEE SCHEDULE
Effective October 1, 2017 to September 30, 2018

Daily Patrol Uniform Presence (foot, bike or vehicle)
May 15 to September 15
Scheduled - 1230 to 2230

Fee for
Service

Focus of Patrol Area:
Beaches - Burnt Cedar, Incline, Hermit & Ski
Hwy 431 & 28 - Preston Field Ballpark, Bleachers Complex
Skateboard Park & Incline Ball Fields
Village Green

$25/hour

On call for daytime security issues

Lock all 3 Beach bathrooms at 9+ p.m. and All 3
Beach gates at 10 p.m.

To include physical walk through of
Creek areas in Disc Golf Course

Daily check-in at Park Bldgs. for special
instructions or notices

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

<table>
<thead>
<tr>
<th>Special Services / Events (as required)</th>
<th>None</th>
<th>Fee for Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>discretion</td>
<td>per response</td>
<td>No Charge</td>
</tr>
</tbody>
</table>

Alarm responses; 8 p.m. to 4:30 a.m.

Security Guards - Uniform Presence
Advance notice:
21 days
15 to 21 days
8 to 14 days
4 to 7 days
1 to 4 days

Legal Holidays

<table>
<thead>
<tr>
<th>Requested Hr. Minimum</th>
<th>Per Hour:</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>$25.00</td>
</tr>
<tr>
<td>21 days</td>
<td>$25.00</td>
</tr>
<tr>
<td>15 to 21 days</td>
<td>$25.00</td>
</tr>
<tr>
<td>8 to 14 days</td>
<td>$37.50</td>
</tr>
<tr>
<td>4 to 7 days</td>
<td>$45.00</td>
</tr>
<tr>
<td>1 to 4 days</td>
<td>$37.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Patron Uniform Presence</th>
<th>Rate Per Hour Per Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day Events</td>
<td></td>
</tr>
<tr>
<td>One Extra Patroller (over and above Daily)</td>
<td>Adjacent Days 8 $25.00</td>
</tr>
<tr>
<td>One Patroller - Incline &amp; Ski Beach 10 pm to 6 am)</td>
<td>Night prior 4th 8 $37.50</td>
</tr>
<tr>
<td>8 Patrollers (Staggered shifts after 10 am)</td>
<td>Holiday 11 $65.00</td>
</tr>
<tr>
<td>2 Patrollers 6 a.m. to 2 p.m.</td>
<td>Holiday 8 $65.00</td>
</tr>
</tbody>
</table>