

Doc Number: **0817687**

02/05/2013 12:17 PM

OFFICIAL RECORDS

Requested By
DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 13 Fee: \$ 0.00

Bk: 0213 Pg: 1095



Deputy. gb

Assessor's Parcel Number: N/A

Date: FEBRUARY 5, 2013

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2013.020

(Title of Document)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

BETWEEN
DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423
(775) 782-9821
"COUNTY"

AND

DESIGN WORKSHOP, INC.
P.O. BOX 5666
128 MARKET STREET, SUITE #3E
STATELINE, NV 89449
(970) 925-8354
"CONTRACTOR"

Ted Thran
TED THRAN
CLERK

2013 FEB -5 AM 10:09

NO. 2013.020

FILED

WHEREAS, Douglas County, (County) a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the professional services of Design Workshop, Inc. (Contractor), a Nevada licensed, Colorado corporation, herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, licensed, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree to enter into this Contract for Independent Contractor (Contract) as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. This Contract shall not become effective until and unless signed by the Douglas County Manager. Time is of the essence for performance of the professional services described herein. The term of the Contract shall run from January 22, 2013, through August 31, 2013. This Contract may be extended provided that both parties agree prior to the expiration of this Contract. If extended, all provisions of this Contract remain in effect. Contractor must perform and complete all work within the time periods set forth in Exhibit A.

2. INDEPENDENT CONTRACTOR STATUS. The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nevada Revised Statutes (NRS) 333.700 (formerly 284.173), as necessarily adapted, to the parties, including that Contractor is not a County employee and that:

There shall be no;

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

A. Unless the Contractor complies with Paragraph (¶) B below, Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with Nev.Rev.Stat. (NRS) 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the insurer:

Design Workshop, Inc., has entered into a contract with Douglas County to perform work from January 22, 2013 to August 31, 2013 and requests that the authorized insurer provide to Douglas County; 1) a certificate of coverage issued pursuant to NRS 616B.627, and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County
Attn: Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of

coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

B. Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

4. SERVICES TO BE PERFORMED. The parties agree that the professional services to be performed are as follows: Design Workshop, Inc., shall prepare Design Guidelines and Standards for the South Shore Area Plan, generate a transportation element exhibit, attend and participate in public meetings, attend and participate in board and commission meetings, and generate a final South Shore Area Plan Design Guidelines and Standards as a digital document, in the format chosen by the County as identified and further described in Exhibit A. The design guidelines and standards must be in conformance with the 2012 TRPA Regional Plan and meet the requirements of the TRPA Code of Ordinances, Chapter 13, *Area Plans*. The design guidelines and standards must include a table indicating where the design guidelines and standards differ from TRPA Code of Ordinances standards. The design guidelines and standards should be developed to reflect the concepts developed in the South Shore Vision Plan and the Lower Kingsbury Visioning and Land Use Alternatives Report: Summary Report. They should also be compatible with Design Element in the City of South Lake Tahoe's South Tahoe Redevelopment Demonstration Plan for Ski Run and Stateline Areas (1989), or other applicable standards adopted by the City, to ensure that new development is compatible with existing and future development within the City of South Lake Tahoe.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a cost not to exceed \$25,000, including reimbursable project expenses. Reimbursable project expenses include travel, reproduction, printing and other expenses associated with completion of the services to be performed. There will be no charge for travel time, mileage or travel expenses, where such travel is to and/or from any location in Douglas County, Nevada. In addition the County does not agree to reimburse the Contractor for per diem. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this agreement. Requests for payment by Contractor for reimbursable project expenses may only be made for reimbursement of actual cash disbursed and cannot exceed \$4,000. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. Either party may revoke this Contract without cause provided that a revocation shall not be effective until 60 days after a party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by the County, unless the Contract is terminated pursuant to paragraph 16.

7. NONAPPROPRIATION. All payments under this contract are contingent upon the availability to the County of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate monies.

Nothing in this contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the agreement. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This Contract shall be construed and interpreted according to the laws of the State of Nevada. The venue for any action for the enforcement or interpretation of this Contract shall be Douglas County, Nevada.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor shall not assign, transfer or delegate any rights, obligations or duties under this Contract.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all

other pending matters are closed. If at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of the County.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. (NRS) ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. (NRS) § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of, or connected with work performed under this by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties and approved by the County Manager.

16. CONFLICT OF INTEREST. By signing this Contract, Contractor agrees that any information in any form obtained from Douglas County shall not be divulged to other competing interests without permission of the County Manager. In the event of a breach of this provision, the County may immediately withdraw, without penalty or payment, from this Contract. Contractor must notify the County of any other contracts or projects they are working on that may impact the County.

17. AUTHORITY. The parties represent and warrant their authority to enter into this Contract.

18. STANDARD OF CARE. Contractor will perform services in a manner consistent with that level of care and skill ordinarily exercised by other currently practicing members of Contractor's profession under similar conditions. Contractor must maintain the highest ethical standards.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party, against either Contractor or County.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor:

Richard Shaw 1.28.13
Name: RICHARD SHAW (Date)
Title: principal
Design Workshop, Inc.

Douglas County:

Stephen Mokrohisky 1-22-13
Stephen Mokrohisky (Date)
County Manager, Douglas County

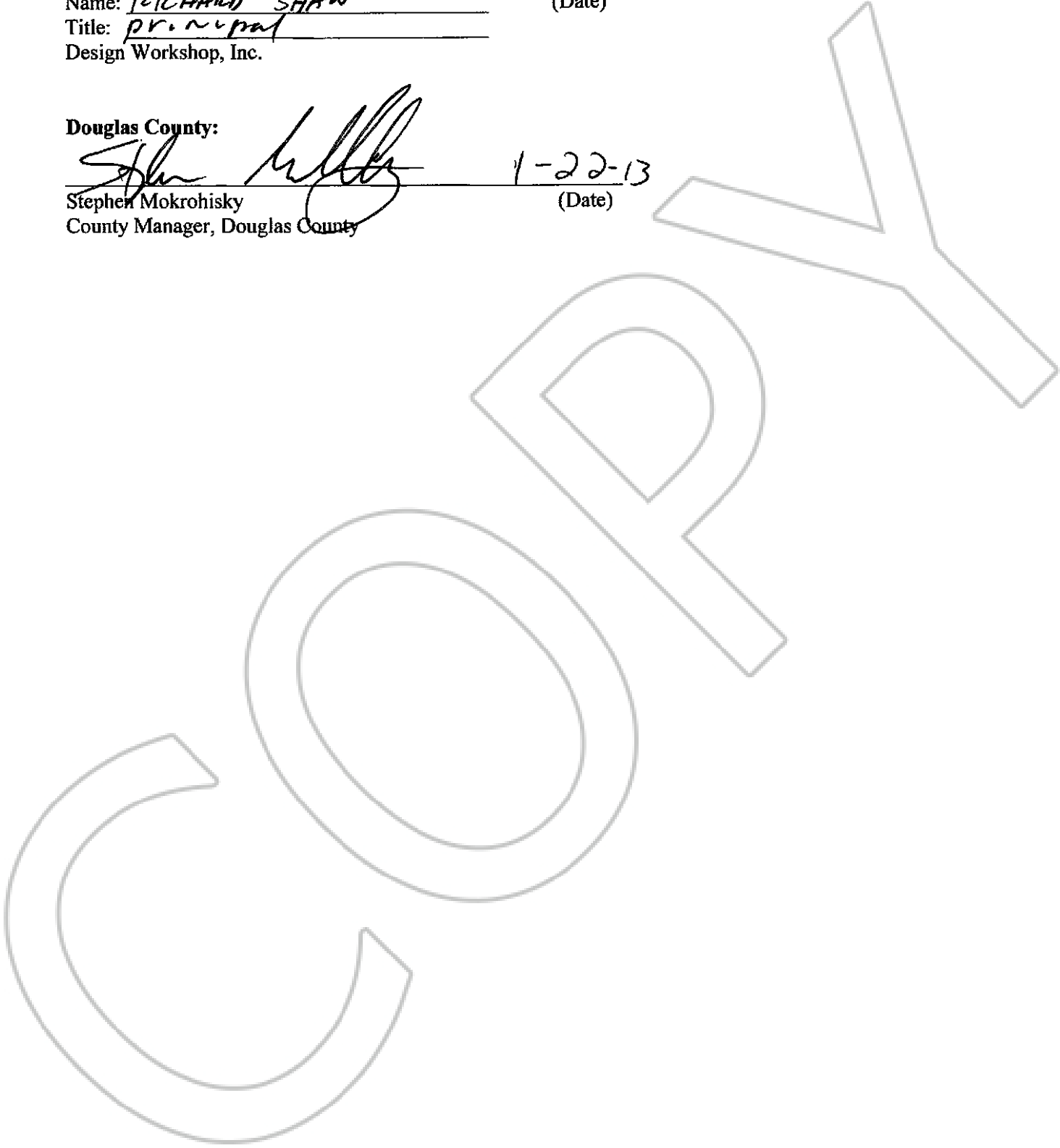
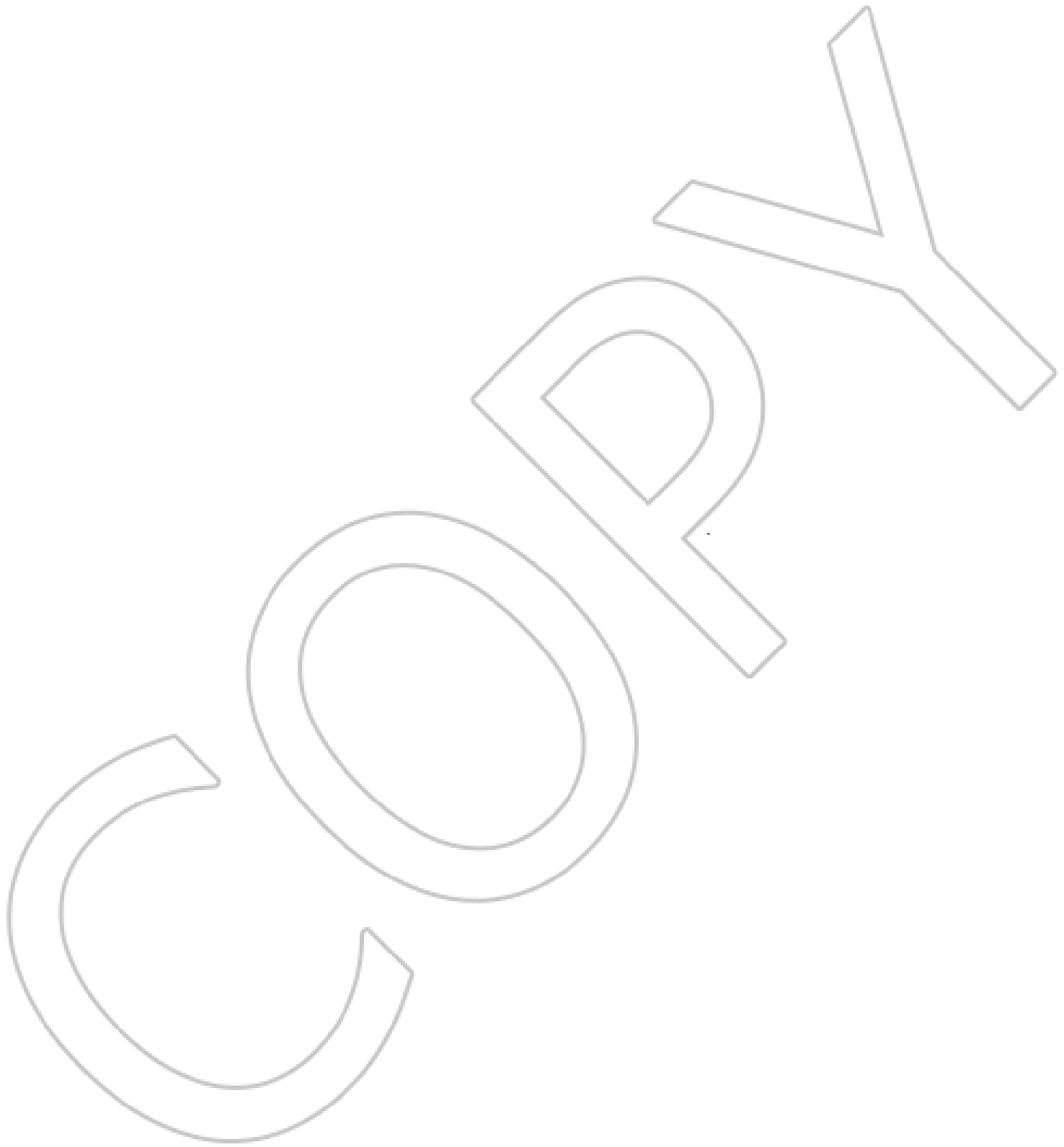


Exhibit A



PROJECT DESCRIPTION

Preparation of Design Guidelines and Standards for the South Shore Area Plan. This will include supporting the Douglas County staff with the plan effort and attending meetings with the public and official agencies to review the content of the Guidelines. Additionally, a transportation exhibit may be prepared for the plan.

The following narrative describes the professional design services required to prepare Design Guidelines and Standards for the South Shore Area Plan. Immediately organizing the work will be essential to completing the project in a timely fashion.

SCOPE OF SERVICES

The scope of service to be performed by Design Workshop (DW) in connection with this agreement is as follows:

Task One: Development of Draft Design Guidelines and Standards

The Design Guidelines and Standards for the Douglas County portion of the Stateline Area and the Kingsbury Area as defined by the Community Plans will be prepared for the area (see enclosed map of included area). The essential elements of Architecture, Site Planning, Landscape Design, Signage, and Lighting will be addressed in the Guidelines. This will build on the topics found in the South Shore Plan and other county or community plans.

The Draft Guidelines and Standards will include elements that are required for new development and those that are suggested practices. In conjunction with the development of Guidelines and Standards, a comparison of proposed Guidelines will be made with other standards of TRPA that differ. The Guidelines will be in compliance with Chapter 13, Local Area Plans section of the TRPA Code.

The Draft Guidelines and Standards will take six weeks (6) of preparation time, and will be submitted to Douglas County and TRPA for review. At the beginning of the process of creating the Guidelines, a full outline will be prepared to ensure each topic is addressed.

***Task Two: Optional Transportation Element Exhibit - Work Only to Be Performed at Douglas County's Request**

Design Workshop will prepare a plan that illustrates the transportation, bike, and pedestrian improvements that are planned for the South Shore Area Plan. These will be documented on the base plan, intended to show connects and features of proposed transportation facilities.

Task Three: Public Meetings

Public meetings will be conducted by Douglas County for stakeholders, neighborhood residents, and the public. The South Shore Area Plans will be discussed in these meetings and will include aspects of the Guidelines. Design Workshop will be in attendance for two (2) of these planned meetings.

Task Four: Planning Commission Meeting Attendance

Design Workshop will attend meetings of the Planning Commission, Board of County Commissioners, TRPA Advisory Planning Commission and TRPA Governing Board meetings.

It is expected that the Guidelines will be discussed with the South Shore Area Plan, and Design Workshop will attend four (4) meetings to explain and discuss the Design Guidelines and Standards.

Task Five: Preparation of Final South Shore Area Plan Guidelines and Standards

Design Workshop will take the information gathered during research, meeting attendance, comments received during the planning process, and the Guideline review process to prepare the final South Shore Area Plan Guidelines and Standards section to be included in the South Shore Area Plan document. The document section will be transmitted as a digital file to Douglas County.

SCHEDULE

The following schedule will direct the work:

	Project Start-up	End of January, 2013
Task One	Draft Guidelines and Standards	March 20, 2013
Task Two	Transportation Exhibit (Optional at County's Request)	April 7, 2013
Task Three	Public Meetings Attendance (2)	As Scheduled
Task Four	Official Meetings Attendance (4)	As Scheduled
Task Five	Final Guidelines and Standards	May 26, 2013 (estimated)

The County will provide the current Design Standards and Guidelines and Plans in their current adopted plan at the start-up of the project.

FEES AND EXPENSES

The fees for the Scope of Work include:

1. Basic services

Task One - Draft Guidelines and Standards	\$10,000
Task Two - Transportation Exhibit (Optional at County's Request)	\$ 1,600
Task Three - Public Meetings Attendance (2).....	\$ 2,700
Task Four - Official Meetings Attendance (4)	\$ 4,200
Task Five - Final Guidelines and Standards.....	\$ 2,500
	<hr/>
Total Professional Fees for Basic Services.....	\$21,000

2. Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services. A budget for reimbursable project expenses is established at \$4,000 and will be billed at actual cost for: travel, reproduction, printing and other expenses associated with the completion of the Scope of Services.

3. Additional Services

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

PAYMENT TERMS

1. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
2. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal invoicing procedure.

Design Workshop, Inc.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and Douglas County, NV, the entity to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.

DESIGN WORKSHOP, INC.

By: Richard W. Shaw
 Richard Shaw

Date: January 4, 2013

Title: Principal

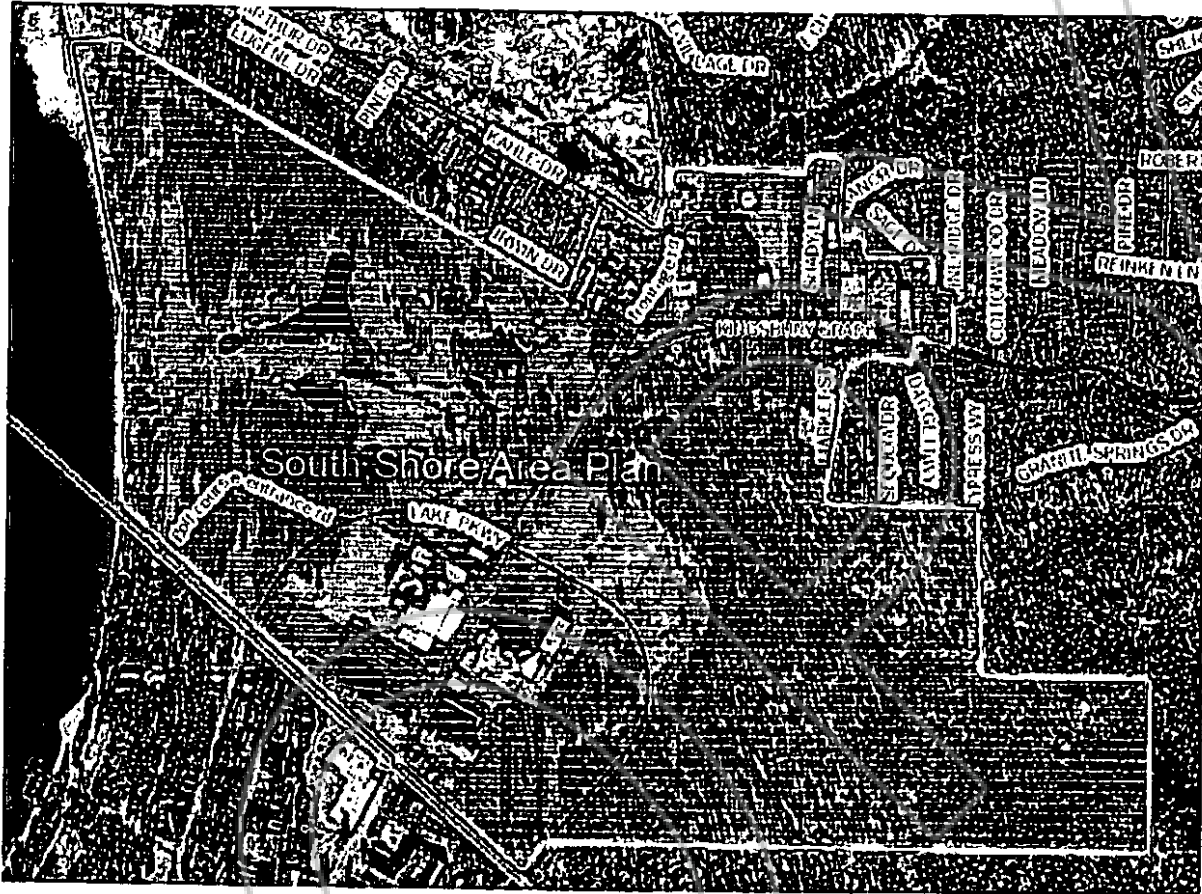
APPROVED BY CLIENT:

By: [Signature]

Date: 1-22-13

Title: County Manager

South Shore Area Plan Project Boundary



Area in which
Design Guidelines
and Standards will
be developed.

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Feb 5, 2013
THROW Clerk of the 6th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Gail M. [Signature] Deputy