

Doc Number: **0835742**

12/20/2013 10:42 AM

OFFICIAL RECORDS

Requested By
DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 0.00

Bk: 1213 Pg: 3502



Deputy: ke

Assessor's Parcel Number: N/A

Date: DECEMBER 20, 2013

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2013.275

(Title of Document)

**CONTRACT FOR SERVICES
OF INDEPENDENT CONTRACTOR**

FILED

Na 2013-275

2013 DEC 20 AM 9: 29

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

TED THRAN
CLERK
[Signature]
DEPUTY

AND

ASCENT ENVIRONMENTAL, INC.
455 Capitol Mall, Suite 300
Sacramento, CA 95814
(916) 444-7301
"CONTRACTOR"

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12/20/2013

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 Ascent Environmental, Inc. (Contractor), a Nevada licensed, California 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 e 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 November 4, 2013 through December 31, 2014. 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:

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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:

Ascent Environmental, Inc., has entered into a contract with Douglas County to perform work from November 4, 2013 through December 31, 2014 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: Ascent Environmental, Inc. shall provide the necessary analysis of policies, draft materials provided by the county and other documentation to assist in the final preparation of Douglas County's Phase 2 Area Plan (Tahoe Douglas Area Plan) per TRPA regulations and codes. The recommendations and analysis will provide the basis for a subsequent environmental review as required by TRPA, and as further required and described in Exhibit A, attached and incorporated.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a cost not to exceed \$26,860, 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. 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:

Sydney B. Coatsworth 12/4/13
Name: *Sydney Coatsworth* (Date)
Title: *Vice President*
Ascent Environmental, Inc.

Douglas County:

Steve Mokrohisky 11-12-13
Steve Mokrohisky (Date)
County Manager, Douglas County

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Exhibit A

COPY

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October 29, 2013

Ms. Mimi Moss, AICP, Director
Douglas County Community Development Department
1594 Esmeralda Avenue
P.O. Box 218
Minden, Nevada 89423

Subject: Proposal for Plan Development Assistance for Phase 2 of the Douglas County Area Plan

Dear Ms. Moss:

In accordance with your request, we are submitting a scope and cost estimate to support Douglas County in developing Phase 2 of the Douglas County Area Plan. We will apply our knowledge and lessons learned through our work on the South Shore Area Plan (SSAP) to this effort. Our project management team will again include Sydney Coatsworth, AICP, principal-in-charge, and Nanette Hansel, project manager. The following describes our understanding of the project and approach, proposed scope of work, and costs.

Project Understanding and Approach

It is our understanding that it is the County's goal to develop an Area Plan in a format consistent with the SSAP and that implements the TRPA Regional Plan Update (RPU). We understand that the County proposes to carry forward the environmental protection features of the existing Plan Area Statements (PASs) and Community Plan that would be replaced by the Area Plan and that Phase 2 of the Douglas County Area Plan would be consistent with the RPU with one notable exception. The County proposes to amend the Town Center boundary that currently divides the Kingsbury Manor Mobile Home Park located at the end of Manor Drive and Ponderosa Drive to incorporate the entirety of the mobile home park into the Town Center. The boundary change would add an estimated 12 acres of land currently developed with mobile homes to the Town Center. This change would resolve the zoning inconsistencies for that property that were created when the Kingsbury Community Plan boundaries were established and is consistent with direction provided by the Board of County Commissioners.

Our approach will utilize the preliminary Area Plan materials provided by Douglas County and will rely on regular coordination with Douglas County and TRPA staff. Based on discussions with TRPA staff, it is our understanding that TRPA will continue to assist Douglas County with development of resource maps that will be incorporated into the Area Plan itself. Coordination meetings/conference calls with TRPA staff and Douglas County will provide status updates and expedient resolution of any issues.

Proposed Scope of Work

The following scope of services describes the work to be performed by Ascent to support Douglas County in the development of Phase 2 of the Area Plan. Our approach and costs are based on the following assumptions:

- ▶ Phase 2 of the Area Plan will conform to the Regional Plan in accordance with the proposed standards set forth in Section 13.6.5 of the TRPA Code of Ordinances implementing the 2012 RPU.

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- ▶ Revisions to Town Center boundaries will be limited to the inclusion of the remainder of the mobile home park property.
- ▶ Douglas County and/or TRPA will provide needed project-related GIS and CAD data.

Task 1: Provide Plan Development Assistance

To assist Douglas County with development of Phase 2 of the Douglas County Area Plan, Ascent will review and comment on draft materials prepared to date by Douglas County. The focus of this effort will be to provide comments that help the County achieve its goal of preparing a plan consistent with the RPU (with the exception of the mobile home park property).

Subtask 1.1: Prepare Permissible Use Tables and Recommended Changes

The Ascent team will complete permissible use comparison tables for the 30 PASs and the Round Hill Community Plan within the Phase 2 area. These tables will be similar to the Appendix B tables prepared for the SSAP Initial Environmental Checklist (IEC) and will serve as the basis for subsequent environmental review. Ascent will also provide a list of recommended changes for consideration by Douglas County.

Subtask 1.2: Prepare Recommended Special Policies and Protective Measures

Ascent will review the County's draft list of special polices and protective measures to carry forward from the 30 PASs and Round Hill Community Plan into Phase 2 of the Area Plan. This task includes preparation of a list of recommended changes for consideration by Douglas County.

Task 2: Meetings

The purpose of this task is to attend and participate in meetings necessary to support Area Plan development and public workshops on the draft Area Plan. To complete this task, the Ascent team will participate in the following meetings:

- ▶ Team (Douglas County, TRPA, Ascent) Coordination Meetings (up to 2 meetings at 2 hours each)
- ▶ Two Public Workshops on the Area Plan

Ascent will assist the County with meeting presentations and note taking as well as preparation of responses to questions related to Area Plan development. It is assumed that the County will be responsible for preparation and distribution of public notices related to the Area Plan, and publishing meeting announcements in local newspapers.

Task 3: Project Management

The purpose of this task is to manage the project schedule, budget, invoicing, and contract. Ascent's project manager will devote an appropriate level of effort to ensure an efficient and timely process for project execution. This includes close coordination with the County and TRPA, as needed. Invoicing will be prepared as part of this task, including project progress summaries.

Cost Estimate


The cost proposal is presented below, including costs and person-hours by task and direct costs. Our estimate is based on our current understanding of the requested effort and will gladly review the scope and price with Douglas County to ensure that it accurately reflects the needs of the project.

BUDGET FOR PROPOSED PHASE 2 WORK							
	Rate/Hour	PIC \$230	PM \$165	Env. Analyst \$100	Graphics /Prod. \$95	Total Hours	Total Dollars
Task 1. Plan Development Assistance							
Subtask 1.1 Permissible Use Tables		2	40	80	4	126	\$15,440
Subtask 1.2 Special Policies and Protective Measures		2	20	40	2	64	\$7,950
Task 2. Meetings							
Subtask 2.1 Team Coordination Meetings (x 2)		--	4	4	--	8	\$1,060
Subtask 2.2 Public Workshops (x 2)		--	6	--	--	6	\$990
Task 3. Project Management and Coordination							
		--	8	--	--	8	\$1,320
Total Ascent Labor Hours		4	78	124	6	212	
Total Ascent Labor Dollars		\$920	\$12,870	\$12,400	\$570		\$26,760
Direct Costs (such as printing and reproduction)							\$100
TOTAL ESTIMATED FEE							\$26,860

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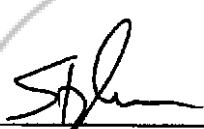
Ascent has prepared this letter proposal based on direction from Douglas County staff. We look forward to the opportunity to work with you again. Please feel free to contact either Sydney (916.930.3185, Sydney.Coatsworth@ascentenvironmental.com) or Nanette (775.339.1420, Nanette.Hansel@ascentenvironmental.com), if you have any questions or if we can provide any further information. Sydney is an owner of the firm and, if selected, can execute a contract.

Sincerely,


 Sydney B. Coatsworth, AICP
 Principal


 Nanette Hansel
 Project Manager

Approved By:


 Steve Mokrohisky
 Douglas County Manager

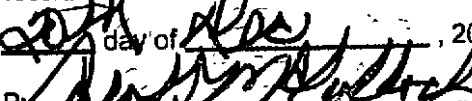
11-4-13
 Date

Enclosure

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of Nov, 2013
 By  Deputy

