

Doc Number: **0846303**

07/14/2014 11:46 AM

OFFICIAL RECORDS

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: JULY 14, 2014

Recording Requested By:

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 11 Fee: \$ 0.00

Bk: 0714 Pg: 3078



Deputy: gb

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

 AMENDED CONTRACT #2014.0140


(Title of Document)

AMENDED
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
(775) 588-5929
"CONTRACTOR"

BY  TED THRAN
CLERK

NO. 2012-1260

2014 JUL 14 AM 8:52

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 December 13, 2013, through ~~June 30, 2014~~ March 1, 2015. 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 December 13, 2013 to June 30, 2014 March 1, 2015 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 Tahoe Douglas Area Plan (phase 2), amending the existing Design Guidelines and Standards in effect for the South Shore Area Plan to broadly cover the remaining portion of Douglas County within the Lake Tahoe Basin, attend and participate in public meetings, attend and participate in board and commission meetings, and generate a final Tahoe Douglas 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.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a cost not to exceed \$8,750.00, 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. Design Workshop may use the work developed as part of this contract for marketing and business development purposes.

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:

Stephanie Grigoby 7/9/14
Name: Stephanie Grigoby (Date)
Title: Principal
Design Workshop, Inc.

Douglas County:

Lawrence A. Werner 6/20/14
Lawrence A. Werner (Date)
Interim County Manager, Douglas County

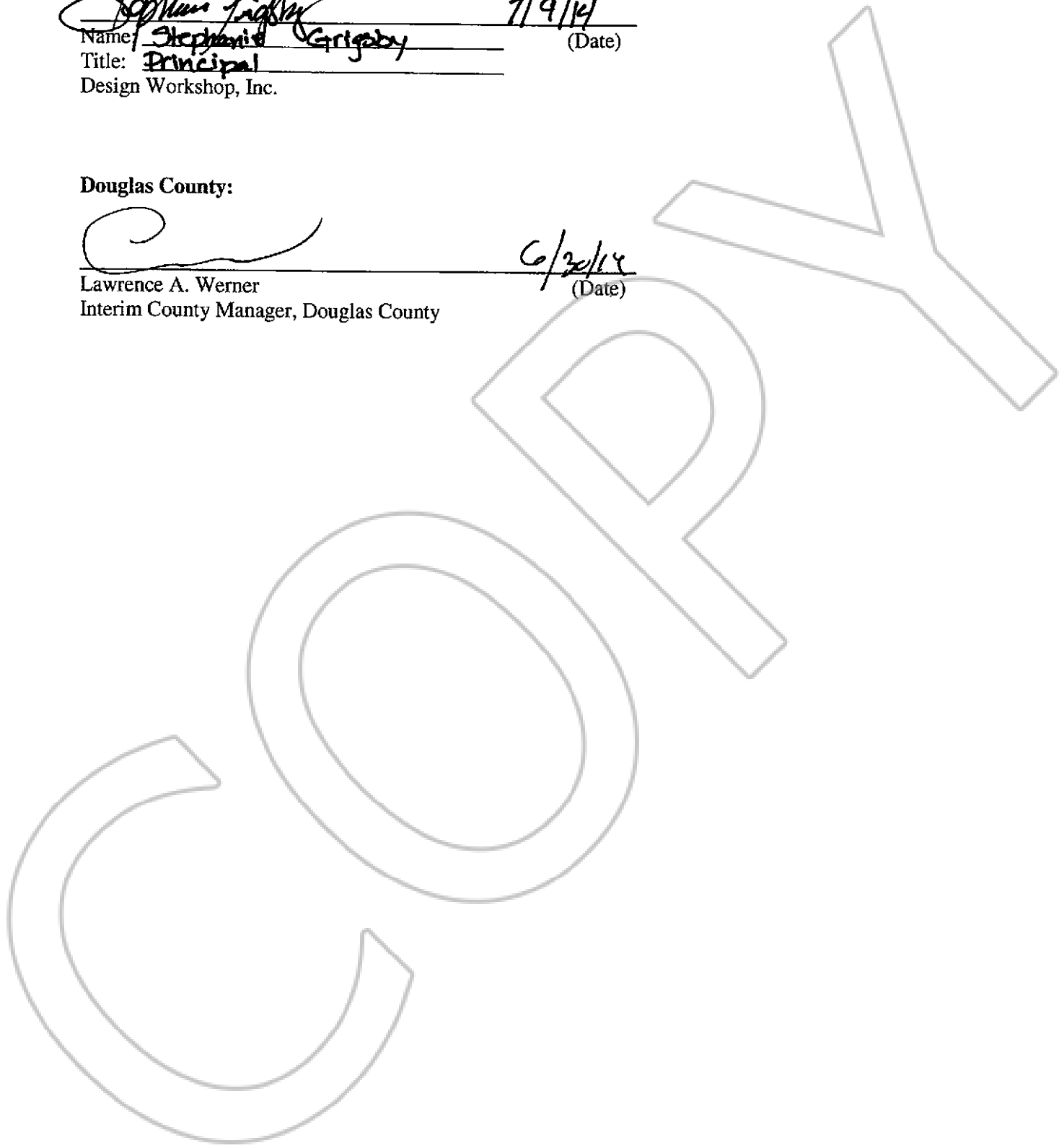
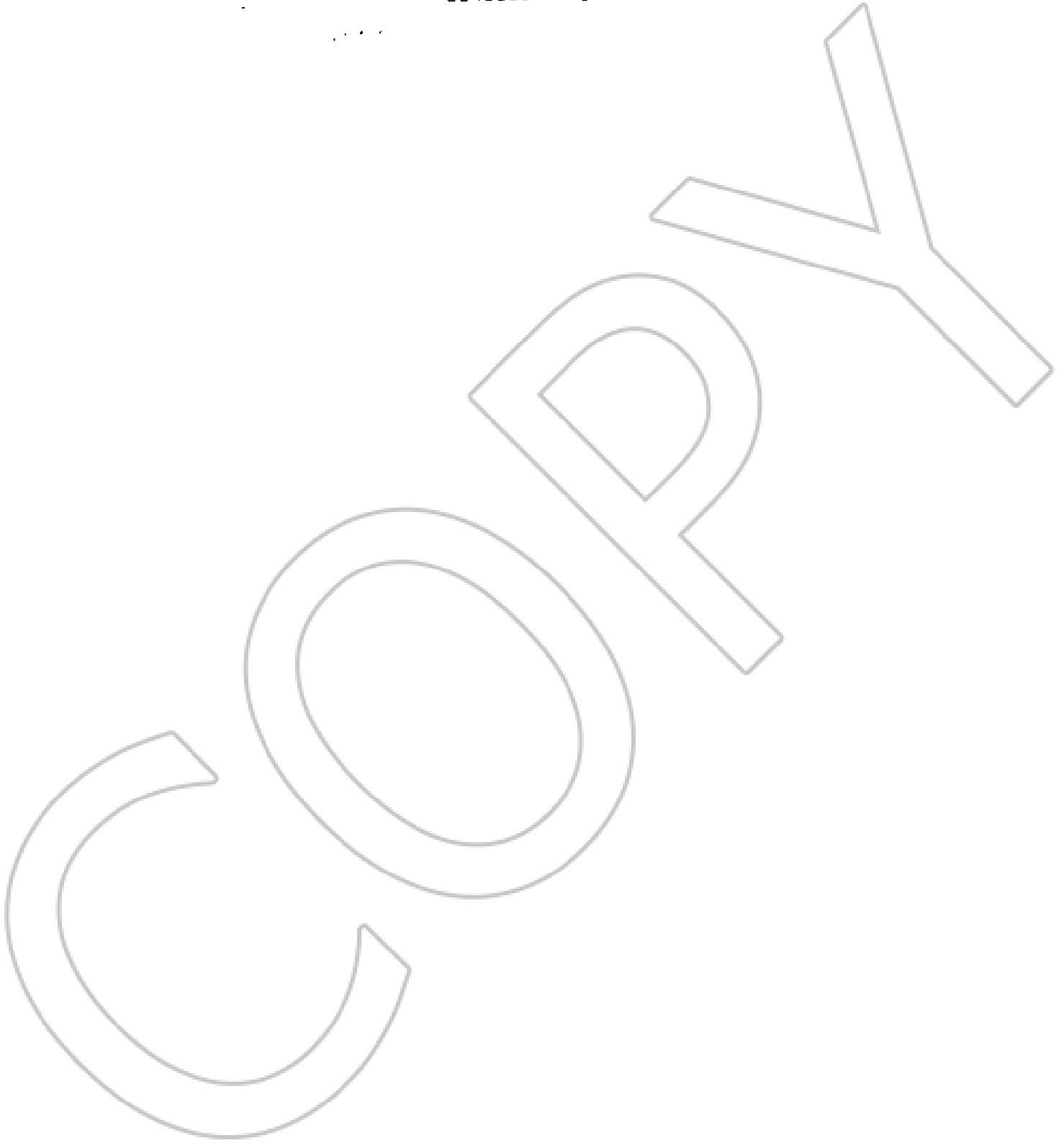


Exhibit A

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BK 0714
PG 3085
7/14/2014



October 30, 2013

Mimi Moss, AICP
Director
Douglas County
1594 Esmeralda Avenue
Minden, NV 89423

Dear Mimi:

Thank you for selecting Design Workshop, Inc. for revisions to the Douglas County South Shore Design Standards and Guidelines. Per our conversation with Brandy McMahon on October 16, we understand the need to amend the South Shore Design Standards and Guidelines adopted by the TRPA Governing Board on September 25, 2013 to broadly cover the remaining portion of Douglas County within the Lake Tahoe Basin. The revisions are not anticipated to be significant. Rather, the revisions will be a reformat of the SSAP Standards and Guidelines to be inclusive of all of Douglas County within the Lake Tahoe Basin. We are very pleased to submit this Letter of Authorization to Douglas County (County) to provide you with the services below.

Based upon our conversation, it is our understanding that we will be providing the following scope of services.

SCOPE OF SERVICES

1. **Amend Existing Guidelines.** Design Workshop shall evaluate the existing applicable standards and guidelines for regions of Douglas County within the Lake Tahoe Basin but outside of the current South Shore Area Plan (Round Hill Community Plan). Items will be assessed for potential incorporation into the South Shore Design Standards and Guidelines. No significant modifications to the existing guidelines are anticipated. The Guidelines' introduction will be modified to broadly cover all of Douglas County within the Lake Tahoe Basin. A draft version of the amended Guidelines will be developed.

Deliverable: Draft Amended South Shore Design Standards and Guidelines.

2. **Attend Meetings.** Design Workshop shall revise the Design Standards and Guidelines presentation to include the new areas and shall provide the presentation for use by the County at public meetings. Design Workshop shall

DESIGNWORKSHOP

Design Workshop, Inc.
Landscape Architecture
Land Planning
Urban Design
Strategic Services

attend the workshops and meetings listed below to answer questions and provide support to the County regarding the draft and final Guidelines. A total of seven meetings are anticipated. Public noticing and organization of the workshops will be coordinated by the County.

- a. Two public workshops (one anticipated for the afternoon and one anticipated for the evening)
 - b. Planning Commission
 - c. Board of County Commissioners
 - d. TRPA Regional Plan Implementation Committee (RPIC)
 - e. TRPA Advisory Planning Commission (APC)
 - f. TRPA Governing Board
3. Finalize Guidelines. Design Workshop shall coordinate with the County and make final revisions to the Guidelines based on public input. It is anticipated the amended Guidelines will not be significantly different from the existing guidelines. Therefore, major revisions to the Final Guidelines are not anticipated as part of the scope.

Deliverable: Final Amended South Shore Design Standards and Guidelines.

By signing this letter, you are authorizing Design Workshop, Inc. to commence services immediately for a fee of \$8,750. This fee includes anticipated reimbursable expenses (e.g. printing, photography, and travel). Invoices from Design Workshop are to be paid within 30 days of the date of billing. We anticipate the project duration to be approximately 120 days from receiving the notice to proceed.

Please call me at 775-588-5929 if you have any questions regarding this proposal. We will begin work immediately once we receive a copy of this authorization with your signature.

DESIGNWORKSHOP

Aspen • Austin • Denver • Salt Lake City • Tahoe
128 Market Street, Suite 3E PO Box 5666, Stateline, NV 89449 • (tel) 775-588-5929
www.designworkshop.com

Design Workshop, Inc.
Land-scape Architecture
Land Planning
Urban Design
Strategic Services

Thank you again for selecting Design Workshop to assist you in achieving your goals on this project.

Sincerely,

Stephanie Grigsby
DESIGN WORKSHOP, INC
Stephanie Grigsby, PLA, AICP
Principal

APPROVED BY CLIENT:

By: *[Signature]*
Title: County Manager

Date: 11-12-13

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

17th day of July, 2014
By: *[Signature]* Deputy

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Aspen • Austin • Denver • Salt Lake City • Tahoe
128 Market Street, Suite 3E PO Box 5666, Stateline, NV 89449 • (tel) 775-588-5929
www.designworkshop.com