

CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE TOWN OF GENOA

AND

THE CARSON VALLEY VISITORS AUTHORITY

1477 US HIGHWAY 395 NORTH, SUITE C

GARDNERVILLE, NEVADA 89410


DOUGLAS COUNTY
CLERK

2018 JUN 19 AM 9:49

NO. 2018-220

FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), the Town of Genoa ("Genoa"), a political subdivision of the State of Nevada, and the Carson Valley Visitors Authority ("Contractor" or "CVVA"). The County, Genoa, and Contractor are at times collectively referred to hereinafter as the "Parties."

WHEREAS, the County and Genoa, from time to time, require the services of independent contractors;

WHEREAS, the County and Genoa believe that the services of Contractor are necessary, desirable, and in the best interests of County and Genoa; and

WHEREAS, Contractor represents that it is duly qualified, equipped, competent, ready, willing and able to perform the services required by County and Genoa as hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County, Genoa and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will become effective upon the signatures of all Parties, and shall remain in effect until the Services referenced in Paragraph 3 hereto are performed by Contractor.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of County or Genoa and that:

There shall be no:

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

3. SERVICES TO BE PERFORMED. The Contractor will perform services related to Carson Valley Wayfinding Project, as detailed in the Scope of Work-Services attached hereto as Exhibit A, and incorporated into this agreement by reference.

4. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 3 in exchange for a payment of \$55,000 from County and \$5,000 from Genoa due within 30 days of execution of the Contract by all parties.

5. NONAPPROPRIATION. Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County and Genoa. Any funds budgeted by the County and Genoa pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's and Genoa's discretionary control upon the completion, termination, or cancellation of the Contract. The County and Genoa will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

6. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against another Party.

7. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. County and Genoa will not waive and intends to assert all available NRS chapter 41 liability limitations.

8. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County and Genoa.

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

10. 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 the Contract (the "Materials") will be the exclusive property of the County and Genoa and all such materials will be remitted and delivered, at Contractor's expense, to the County and Genoa by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County or Genoa provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and Genoa and all other pending matters are closed. If, at any time during the retention period, the County or Genoa, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County or Genoa. Unless the County or Genoa has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County or Genoa.

11. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County or Genoa by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in 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, Genoa, 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.

12. INDEMNIFICATION OF COUNTY & GENOA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County and Genoa from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County and Genoa against such claims. Notwithstanding the obligation of Contractor to defend County and Genoa as set forth in this paragraph, County or Genoa may elect to participate in the defense of any claim brought against County or Genoa because of the conduct

of Contractor, its officers, employees and agents. Such participation shall be at County's and Genoa's own expense and County and Genoa shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

13. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by all of the Parties.

14. TERMINATION OF CONTRACT. Any party may cancel this agreement upon ten days written notice to the other party. Notice shall be personally served or given by Unites States Mail. Contractor shall be paid a reasonable rate for all services rendered up to the date of termination, with County and Genoa reimbursed by Contractor for any overpayments.

15. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Contract.

16. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill and training.

17. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County and Genoa are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

18. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either Contractor, County, or Genoa.

19. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

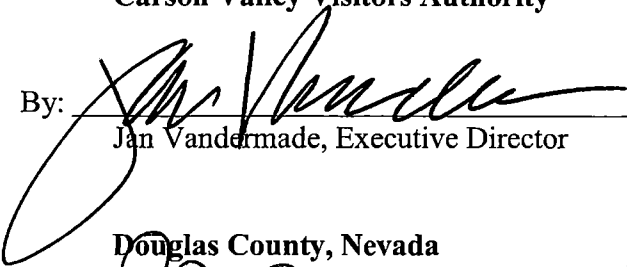
To County: Douglas County c/o County Manager's Office
Post Office Box 218
Minden, Nevada 89423

To Genoa: The Town of Genoa c/o Town Manager
2289 Main Street
Genoa, Nevada 89411

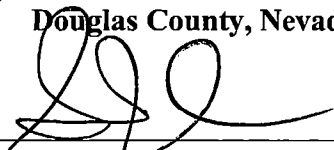
To Contractor: Carson Valley Visitors Authority
Attn. Jan Vandermade, Executive Director
1477 US Highway 395 North, Suite C
Gardnerville, Nevada 89410

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

Carson Valley Visitors Authority

By:  5.24.2018
Jan Vandermade, Executive Director (Date)

Douglas County, Nevada

By:  6/12/18
Steven G. Thaler (Date)
Chairman, Board of County Commissioners

Town of Genoa

By:  5-25-2018
Phil Ritger, Town Manager (Date)

Carson Valley Wayfinding Project Scope of Work-Services

Introduction

Carson Valley Visitors Authority (CVVA) working in collaboration with a group of key community stakeholders (of which includes Douglas County and the towns of Gardnerville, Genoa and Minden) endeavors to develop and implement a comprehensive signage package for Carson Valley (East Fork Township) designed to direct residents and visitors alike to key services and attractions in the area. During 2017, the group worked together and under the guidance of Design Workshop (the consulting firm retained to help assist and lead us thru the inventory review, design steps and the eventual permitting process). This outline further defines the plan for Phase 2 of this project.

Phasing

Phase 1 - Sign/message opportunity review, design recommendations and NDOT introductory meetings. Phase 1 completed in 2017. A second grant request was also awarded for Phase 2 by Travel Nevada, occurring at the end of this phase.

Phase 2 – Funding plan, final sign design, exact sign specifications, permitting, production and installation (estimated to be roughly 18-25 of 43 total signs recommended). This phase is proposed to begin in June 2018.

Note – a final/subsequent phase will be evaluated at the completion of Phase 2.

CVVA's Role

CVVA is a non-profit corporation with a primary purpose of enhancing tourism in the Carson Valley. It accepts the responsibilities and obligations set out in this Scope of Work-Services because improved signage in the Carson Valley will enhance the tourism experience and will direct residents and visitors alike to key services and attractions. CVVA will not receive any remuneration for work done from the funds identified in the budget set out below. It accepts responsibility to account for all funds received and to find qualified third parties to complete the needed work. It does not warrant or guaranty the work of third parties but will take reasonable business steps to use qualified third parties who guaranty their work.

Current Scope Description

Phase 2 -- CVVA will undertake the following:

Agreement

- Oversee the funding agreement between CVVA and county (to include Gardnerville and Minden) and addendum with Genoa, including distribution of funds for work completed.
- Manage the Phase 2 agreement between CVVA and Design Workshop or other third-party designer for their scope of work (which will be a separate agreement between CVVA and Design Workshop or other third-party designer).

Sign Package Approval Stakeholders

- Work to obtain final stakeholder plan approval - sign location and content recommendations from Design Workshop (to be conducted in a combination of at least one face to face meeting as well as by follow-up calls and email).

Work with NDOT (to include but not be limited to)

- Final sign specifications from NDOT (to include size by individual sign, color call outs and approved symbols).
- Obtain ROW mapping and CAD information from NDOT for major routes included in the Wayfinding Plan. In the event NDOT does not provide the mapping in CAD format we will use PDF information already obtained.
- Develop phasing strategy and identify signs for priority implementation.
- Seek further clarification from NDOT on any potential support that may contribute to reduced project costs in the form of either grant application, in-kind installation costs, ongoing maintenance or other contributions by NDOT.
- Formal submission of a Right of Way Occupancy Permit seeking final approval with NDOT.

Production & Installation

- Bids/estimates – obtain three estimates from approved sign companies and make a final selection.
- Submit sign package design/layout and specs to an approved sign vendor for production (and to include recommended materials specifications and fabrication methods).
- Coordinate between county, towns and NDOT as to the most cost effective and prescribed installation approach (either by sign or overall) and proceed accordingly.

Remaining Sign Plan

- With the assistance of Design Workshop, make recommendations for future phasing and estimate costs.

Reporting

- CVVA will provide regular updates to all committee stakeholders (and for each to relay to their respective boards) on both the overall project's progress as well as budget cost allocation updates monthly.

**Proposed
Schedule/Next Steps**

- Finalize agreement between the county and CVVA (with Town of Genoa addendum)
- Simultaneous to and upon completion of the agreement above, CVVA will finalize the separate consulting agreement with Design Workshop.
- Begin Phase 2 scope of work steps as outlined above.

Budget

Phase 1 - \$20,000 (initial study complete and paid by CVVA and grant from Travel Nevada)
 Phase 2 – proposed total - \$93,493 (see separate letter of request for funding dated 4.9.2018 - CVVA). Expenditures for this phase are primarily to be applied to a combination of consulting fees with Design Workshop as well as Wayfinding sign permitting, production and installation

Douglas County request (to include Minden and Gardnerville) - \$55,000
 Town of Genoa separate request/addendum for \$5,000

**Stakeholder
Committee:**

Douglas County – Lisa Granahan
 Town of Gardnerville – Tom Dallaire
 Town of Minden – previously Jenifer Davidson, currently JD Frisby
 Town of Genoa – Phil Ritger
 Douglas County Community Services – Scott Morgan
 CVVA Board & Lodging – Debra Lang
 CVVA Board & Trails Assoc – Carlo Luri
 CVVA Executive Director – Jan Vandermade

Design Workshop representatives – Grace Larson & Steve Noll

**Project
Coordinator:**

Jan Vandermade
 Executive Director
 Carson Valley Visitors Authority
jan@visitcarsonvalley.org
 775.782.8145

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

19th day of January, 2018

By  Deputy