

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between the *South Truckee Meadows General Improvement District (STMGID)*, a general improvement district created under chapter 318, Nevada Revised Statutes, (hereinafter referred to as Owner) and **Olsen & Associates Public Relations, Inc. dba GoodStanding** (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS OWNER desires to engage Consultant to render certain consulting services for **public outreach and communications for the STMGID Feasibility Study** as described in Exhibit "A", Scope of Work and Fee Schedule, (hereinafter referred to as the Project); and

WHEREAS, Owner requires certain professional services in connection with the Project (hereinafter referred to as the Services); and,

WHEREAS, Consultant represents that she is duly qualified, ready, willing and able to provide said work by virtue of education, training and experience;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, **2012**.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall perform professional services as described in Exhibit "A", Scope of Work, which is attached hereto and incorporated by reference as part of the Agreement.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For services defined in Article 2, Consultant's compensation shall be determined on a time and material basis, in accordance with the fee schedule described in Exhibit "B", and which is attached hereto and incorporated by reference as part of the Agreement. Total compensation shall not exceed **fifty thousand dollars (\$50,000.00)**. Exhibit "A" Scope of Work and Exhibit "B" Fee Schedule will be utilized for a period of one (1) year after the effective date of this agreement, or the term of the contract, whichever is less. The fee schedule may be renegotiated at the end of the above period upon request by either the Owner or the Consultant. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all services and duties required by Article 2, including, but not limited to: costs of supplies, facilities, and equipment; costs of labor and services of employees and consultants or sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead.

3.2 Compensation for Additional Services

If Owner requests Consultant to perform services in addition to services agreed to be performed under Article 2, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by Owner's representative prior to commencing work.

3.3 Methods and Times of Payment

Consultant shall submit to Owner bi-monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made upon receipt of Consultant's invoice. Payment by Owner of invoices or requests for payment shall not constitute acceptance by Owner of work performed on the Project by Consultant.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The work on the Project as described in Article 2 shall progress and be completed no later than July 1, 2012. Consultant shall be granted time extensions for items within the phases of the Project in writing by Owner if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, Owner's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide the Owner a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no cost to Owner, re-perform Services which fail to satisfy the foregoing Standard of Care, provided that Consultant is notified in writing by Owner of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in services or reports. Owner reserves the right to inspect, comment on, and request revision of, all deficient Services not satisfying the Standard of Care performed by Consultant, and Consultant warrants that Services performed shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing Standard of Care shall constitute a material breach of this Agreement unless expressly waived by the Owner. Review and approvals by Owner do not relieve Consultant of its responsibilities under this Article.

ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not generally be responsible for the failure of any subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to the Owner or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards.

ARTICLE 7 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. Owner shall have no right to supervise the methods used by Consultant. Owner shall have the right to observe such performance. Consultant shall work closely with Owner in performing Services under this Agreement.

Contractor is an independent contractor, not a County or STMGID employee. Contractor's employees or contract personnel are not County or STMGID employees. Contractor and STMGID agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County/STMGID premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
- d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County/STMGID shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County/STMGID in the skills necessary to perform the services required by this Agreement.
- h. STMGID shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

- i. That Contractor is not an employee of County or STMGID and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County/STMGID, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
- j. That Contractor is licensed by the State or other political subdivisions to provide similar services for other clients/customers. Contractor's business license number is on file with the Washoe County Comptroller's office. Contractor's federal tax I.D. number is also on file with the Washoe County Comptroller's office.

k. That Contractor understands that he/she is solely responsible, individually for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by County for all payments received.

l. That Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the STMGID to make any payment under this Agreement, to provide County/STMGID with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

ARTICLE 8 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Scope of Work in Attachment A, if applicable. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 9 - OWNER'S RESPONSIBILITY

Owner shall provide any information in its possession that is requested by Consultant and is necessary to complete the Project. Owner shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

ARTICLE 10 - REUSE OF DOCUMENTS

All documents, including drawings, computer software, reports and other work products prepared by Consultant in performing the Services and providing the deliverables to Owner pursuant to this Agreement (the "Service Products") shall be, after delivery to and acceptance by Owner, the sole and exclusive property of Owner, and may be used by Owner for any purpose, in Owner's sole discretion, as Owner deems appropriate or as subject to Chapter 239 of the Nevada Revised Statutes, the Public Records Law, unless otherwise exempted. The Service Products are not intended or represented by Consultant to be suitable for reuse by Owner or others on any other project or for any other purpose. Any reuse by Owner for any purpose other than as intended for the Project, without prior written approval or adaptation by Consultant, will be at Owner's sole risk and without liability or legal exposure to Consultant; and Owner shall indemnify and hold harmless Consultant against all claims, damages, loses, and expenses including attorneys' fees arising out of or resulting from such unauthorized reuse.

ARTICLE 11 - TERMINATION OF CONTRACT

The obligation to continue Services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the Owner terminates

the Consultant due to default, the Owner may reduce the amount owed the Consultant by the amount required to handle the default, including attorney fees.

Owner shall have the right to terminate this Agreement or suspend performance thereof for Owner's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services on a schedule acceptable to Owner. In the event of termination or suspension for Owner's convenience, Owner shall pay Consultant for all Services performed in accordance with the terms of this Agreement, and reasonable termination or suspension expenses, less any set-offs which Owner may have due to Consultant's negligence, nonperformance or breach of this Agreement. Upon restart of a suspended project equitable adjustment shall be made to Consultant's compensation.

ARTICLE 12 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by Owner to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of Owner or in response to legal process or as required by the regulations of public entities.

ARTICLE 13 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Consultant:

Olsen & Associates Public Relations, Inc. dba GoodStanding
427 Ridge Street, Suite Cr
Reno, NV 89501

To Owner:

South Truckee Meadows General Improvement District
c/o Washoe County Dept. of Water Resources
4930 Energy Way
Reno, NV 89502

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and Owner.

ARTICLE 14 - UNCONTROLLABLE FORCES

Neither Owner nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall

mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either Owner or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the non-performing party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or Owner to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada.

ARTICLE 16 - MISCELLANEOUS

16.1 Nonwaiver

A waiver by either Owner or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

16.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

ARTICLE 17 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the parties, the terms of this Agreement shall control.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

Owner and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 19 - ASSIGNMENT

Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as she may deem appropriate to assist her in the performance of the Services hereunder.

ARTICLE 20 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than Owner and Consultant.

ARTICLE 21 - INDEMNIFICATION, HOLD HARMLESS AGREEMENT AND INSURANCE

Washoe County/STMGID has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit C is attached and included by reference. All conditions and

**Professional Services Agreement between STMGID and Olsen & Associates Public Relations, Inc.
dba GoodStanding**

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requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SOUTH TRUCKEE MEADOWS
GENERAL IMPROVEMENT DISTRICT

CONSULTANT

By: _____
Mike Sullens, Manager
Washoe County Purchasing and Contracts

By: _____
Marlene Olson, President
Olsen & Associates Public
Relations, Inc. dba GoodStanding

Date: _____

Date: _____

EXHIBIT A

goodStanding

July 26, 2012

TO: Dwayne Smith, P.E.
4930 Energy Way
Reno, NV 89502
Phone: 775-954-4652
desmith@washoecounty.us

FR: Frankie Vigil, APR
Public Involvement and Outreach Manager
GoodStanding

RE: Public Outreach Proposal
STMGID Feasibility Study

Attached is a scope and estimate of services for public outreach for the STMGID Feasibility Study. Thank you for your confidence in our firm and staff. We look forward to continuing the work we started with you this spring.

This scope includes public outreach of the study only, and from the knowledge of the needs we have to date. Thank you for your understanding that this may change if the project scope changes.

This scope does not include facilitation or management of public meetings.

Effective communication is essential for the ongoing success of this Study: among the team, the LMB, BOT and STMGID customers. We have found that our proprietary Discovery process results in more strategic and meaningful outcomes. We will help determine and communicate what all participants can expect in the process and how best to communicate with various audiences among multiple partners and stakeholders. For any plan to succeed, we must first gain internal commitment from the work group. We then learn from the public, determine level of participation from identified audiences, define the decision process and participation objectives and design the public outreach plan.

GoodStanding is knowledgeable in the Nevada Open Meeting Law and has been working with public entities on public process and water communications since the mid 1980s. Our staff has earned certificates in planning and implementing public outreach plans. We are also trained in facilitation.

Jerri Conrad and I will be working on this project. Feel free to contact us at any time. We look forward to working with the team.

Sincerely,



Frankie Vigil
GoodStanding

STMGID Feasibility Outreach Proposal

Outreach & Creative Services – Time and Materials

Not to exceed \$50,000 (Due to the timeframe and unknowns regarding this project there may be other requirements for which GoodStanding will provide additional estimates. This proposal does not include printing, mail house or postage costs.)

Phase 1 Discovery

We will lead a Discovery Session using our Discovery Brief as guide. The Discovery Brief considers the content of the issue (for strategy, outreach, messages, collateral, etc.).

This phase includes:

- Interviews with designated stakeholders
- Clarify goal of outreach
- Determine expectations of communication pieces
- Agree on timeline of communication pieces

Phase 2 Prescriptive

Upon completion of the Discovery Phase, a communications plan will be presented to the LMB. This phase includes:

- Development of meeting handouts
- Development of messaging to explain the feasibility study
- Development of FAQs
- Development of talking points for LMB members
- Development of communication pieces for meetings with stakeholders
- Development of content for web and email communications
- Development of content for bill inserts and mailings
- Coordination with printer and mail house for direct mail needs if necessary

Phase 3 Application & Reapplication

This is the implementation stage and it includes:

- Draft and layout direct mail to STMGID customers
- Media management and spokesperson preparation
- Edit meeting handouts
- Manage printing and mailing
- Draft, revise and finalize collateral materials for direct mail, web and email communication
- Attend LMB meetings in August, September, October and November
- Attend BOT meeting in November
- Attend team meetings with Project Manager

WCDWR Approval

Title

Date

Unit Rates of GoodStanding

GoodStanding team consists of the following and bills at the following hourly rates:

- Marlene Olsen – Principal Strategist - \$160
- Jerri Conrad – Public Involvement and Outreach Director - \$140
- Frankie Vigil – Public Involvement and Outreach Manager - \$140
- Rebecca Wikler – Outreach Specialist - \$140
- Victor Leyba – Designer and Copywriter - \$140