

The attached document was submitted to the  
**Washoe County Board of Commissioners** during  
the meeting held on December 10, 2019.  
by Manager's Office  
for Agenda Item No. 7(I)(II) 7.I.11  
and included here pursuant to NRS 241.020(8).

## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between **Washoe County, Nevada** (hereinafter referred to as "COUNTY") and **Knott & Linn Golf Design Group, LLC** (hereinafter referred to as "the CONSULTANT").

### WITNESSETH

WHEREAS, the COUNTY desires to have the CONSULTANT provide specified services during the term of this Agreement; and,

WHEREAS, the COUNTY and the CONSULTANT desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of CONSULTANT'S duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties to mutually agree as follows:

### SECTION I: CONSULTANT'S SERVICES

- A. The CONSULTANT will provide the COUNTY with its professional expertise in the management, coordination and implementation of the work described in the CONSULTANTS proposal dated December 10, 2019, and identified as *Exhibit A*.

### SECTION II: COMPENSATION

- A. The COUNTY agrees to pay the CONSULTANT the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) for the services provided by the CONSULTANT as described in Exhibit A. Payments shall be progressive based on the approved progress of the work by the COUNTY. Final payment shall be rendered after completion and acceptance of all of the work by the COUNTY.
- B. Upon performance of services, CONSULTANT shall invoice the COUNTY. All payments shall be due within thirty (30) days of receipt of the approved invoice.
- C. The performance of the Consultant under this Agreement will be completed when all areas of the Golf Course to be planted to grass are deemed ready for planting preparation as directed by Designer.

### SECTION III: TERM AND TERMINATION

- A. This Agreement shall remain in effect until the final County approval of the project.
- B. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. The CONSULTANT is entitled to pro rata fees up to any terminations date, only if the COUNTY terminates this Agreement.
- C. The County reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Agreement. If the County does not allocate funds

BCC 12-10-19 #7 (ii)  
Manager's Office

to continue the function performed by the Contractor obtained under this Agreement, this Agreement shall be terminated with appropriated funds expire, without penalty, charge or sanction to the County.

#### **SECTION IV: INDEPENDENT CONSULTANT AND SUBCONSULTANT**

- A. The CONSULTANT is performing the services and duties required hereunder as an independent CONSULTANT and not as an employee, agent, partner of, nor joint venturer with the COUNTY.
- B. The CONSULTANT may retain employees or other professional service providers to perform the services required by this Agreement. Such employees or other professional service providers will be the obligation of the CONSULTANT.
- C. The CONSULTANT shall hold the COUNTY harmless and provide required insurance in accordance with Exhibit B.

#### **SECTION V: INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:**

- A. Washoe County 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 B is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.

#### **SECTION VI: MISCELLANEOUS**

- A. Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, and addressed to the party to whom it is given, as follows:

The COUNTY:  
Dave Solaro, Assistant County Manager  
Community Services  
1001 E. 9th Street, Reno NV 89512, or  
dsolaro@washoecounty.us  
Office: 775-328-3624

The CONSULTANT:  
Gary Linn  
Knott & Linn Golf Design Group, LLC  
24325 SE 17<sup>th</sup> Place, Sammamish, WA 98075  
gary@knottlinn.com  
Office: 650-968-9036

- B. The Agreement may not be assigned by either party without the express written consent of the other party.
- C. The COUNTY and the CONSULTANT agree that this Agreement does not constitute an exclusive relationship. Nothing herein shall be construed as a limitation upon the right of the CONSULTANT to engage in any other consulting agreement, service contract, business venture or other activity.
- D. The parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. Venue for any legal proceedings shall be in any state or federal court in Washoe County, Nevada, which the Parties agree shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.
- E. This Agreement is solely for the benefit of the undersigned parties. This Agreement shall not create any right in or benefit to any other persons or entities or members of the general public.
- F. This Agreement embodies the whole agreement between the undersigned parties. There are no inducements, promises, terms, conditions, or obligations made or entered in to by the COUNTY or the CONSULTANT other than those contained in this Agreement including *Exhibit A* and *Exhibit B*.
- G. The maintenance, operation and use of the Golf Course and its appurtenances are entirely Owner's responsibility, and Owner shall hold harmless, and indemnify Consultant against any and all claims of liability arising out of or connected with the maintenance, operation or use of the Golf Course, including costs of defense and reasonable attorney fees.
- H. The consultant shall hold harmless and indemnify Owner against any and all claims of liability arising out of or connected with the design of the Golf Course.
- I. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the provision shall be deleted and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have duly executed this Agreement on the date first written above.

For (CONSULTANT)

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

For (the COUNTY)

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A -**

## **GOLF COURSE CONSULTING AGREEMENT PROPOSAL**

AGREEMENT, made on this 10th day of December by and between WASHOE COUNTY, NEVADA ("Owner") and KNOTT & LINN GOLF DESIGN GROUP, LLC ("Consultant").

### RECITALS:

- A. Owner desires to have Consultant design and provide periodic review during construction of a 9-Hole 'Regulation' Golf Course with a Short Game Practice Area on the remaining land outside of the new high school project of the formerly 18-hole Wildcreek Golf Course ("Golf Course") located in Sparks, Nevada.
- B. Consultant desires to undertake the design and periodic review of the construction of the Golf Course.

Now, the parties hereto agree as follows:

### **Section 1. --Consultant's Duties**

Consultant has previously prepared design alternatives for Owner from a previous consulting agreement dated July 11, 2019. 'Concept A – Revised' was selected by Owner for proceeding forward with this new agreement to develop working drawings and specifications for construction of the 9-Hole 'Regulation' Golf Course and provide design review during construction.

The Consultant shall provide the following scope of services:

- 1.1 Prepare working drawings and specifications and assist in preparation of bid documents for construction of the Golf Course. Such preparation shall not begin until Designer has received authorization from Owner to commence work on the working drawings and specifications, and, upon receipt of such authorization, Designer shall complete said documents within Owner's reasonable time schedule. The set of working drawings consists of the following: Route Plan, Staking and Clearing Plan, Topsoil Stripping and Stockpile Plan, Earthwork - Grading Plan, Earthwork - Cut and Fill Plan, Cart Path Plan, Topsoil Replacement Plan, Grassing Plan, Tree Planting Plan, Irrigation – Mechanical Plan, Irrigation – Electrical Plan, Irrigation – Communication Plan, Irrigation Details and Typical Construction Details. Specifications will be developed in two separate sections, Construction and

Irrigation. Plans to be Scale: 1" = 100' and developed in AutoCAD format and converted into PDF format as well for delivery to Owner.

1.2 Perform final designing and review through periodic site visits as Consultant deems timely and appropriate in regard to the stage of construction, endeavoring to guard the Owner against defects and deficiencies in the work of the contractors to the extent possible during such periodic visits without, however, guaranteeing the performance of their contracts.

1.3 Perform 'field staking' of the irrigation system during construction and development of the 'record drawings' of the as installed irrigation system.

## **Section 2.--Owner's Duties**

2.1 Owner shall pay the Consultant, for the services described in Section 1 of this Agreement, the amount of \$125,000 (One Hundred Twenty-Five Thousand Dollars) according to the following schedule:

- a. The amount of \$10,000 (Ten Thousand Dollars) upon execution of this agreement and authorization to proceed with preparation of the working drawings and specifications for the Golf Course.
- b. The amount of \$20,000 (Twenty Thousand Dollars) at the end of the thirty (30) day period following Owner's authorization for Consultant to proceed in 2.1 a.
- c. The amount of \$35,000 (Thirty-Five Thousand Dollars) upon submittal to Owner of the general working drawings, irrigation drawings, construction and irrigation specifications.
- d. The amount of \$15,000 (Fifteen Thousand Dollars) upon commencement of construction of the Golf Course for Consultant's services during construction
- e. The amount of \$15,000 (Fifteen Thousand Dollars) at the end of thirty (30) days following commencement of construction in 2.1 d.
- f. The amount of \$15,000 (Fifteen Thousand Dollars) at the end of thirty (30) days following the second construction phase payment in 2.1 e.



- g. Final payment in the amount of \$15,000 (Fifteen Thousand Dollars) within thirty (30) days from the date Golf Course construction is completed as defined in section 2, subsection C of the Professional Services Agreement and Irrigation Record Drawings have been delivered to Owner and Irrigation system control programming has been completed.

2.2 Consultant's direct cost of all out-of-pocket expenses in connection with the performance of these services including, but not limited to, airfare, lodging, parking, mileage, rental car, meals, plan scans, plan reproductions and any courier expenses are included in the lump sum fee structure outlined in item 2.1. A total of twelve (12) site visits have been included during the design and construction phases. If additional site visits are required by Owner in addition to the twelve included in this lump sum fee structure, they will be billed at \$1,500 (One Thousand Five Hundred) per visit.

2.3 Apply for and obtain, at Owner's expense, all permits, approvals and like items required from governmental authorities.

Insurance and Indemnification Requirements  
Professional Services Agreement

Exhibit B

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR  
CONSULTANT PROFESSIONAL SERVICE AGREEMENTS**

**INDEMNIFICATION**

CONSULTANT Liability

As respects acts, errors or omissions in the performance of CONSULTANT services, CONSULTANT agrees to indemnify and hold harmless the COUNTY through Washoe County (hereinafter referred to as "COUNTY"), its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT'S acts, errors or omissions in the performance of its CONSULTANT services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their CONSULTANT services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of CONSULTANT services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT'S (or Sub-consultant, if any) performance or failure to perform, under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

CONSULTANT must either defend COUNTY or upon determination that the work performed by CONSULTANT was in any manner negligent or that CONSULTANT failed to perform any duty set forth in this Agreement pay COUNTY'S cost of defense for any claim, demand, action or cause of action.

If COUNTY'S personnel (attorneys, engineers or other professionals) are involved in defending such legal actions, CONSULTANT shall also reimburse COUNTY for the time spent by such personnel at the actual cost for such services.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

## **GENERAL REQUIREMENTS**

COUNTY requires that CONSULTANT purchase Industrial Insurance, General and Auto Liability, and CONSULTANT'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

## **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

## **MINIMUM LIMITS OF INSURANCE**

CONSULTANT shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

Insurance and Indemnification Requirements  
Professional Services Agreement

CONSULTANT will maintain CONSULTANT liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONSULTANT'S insurer or its own source.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

**OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

Insurance and Indemnification Requirements  
Professional Services Agreement

d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

#### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-. VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

#### VERIFICATION OF COVERAGE

CONSULTANT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this attachment. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. *All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.* COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

#### SUB-CONSULTANTS

CONSULTANT shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

#### MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.

Insurance and Indemnification Requirements  
Professional Services Agreement

3. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
  - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
  - b. Terminate the Agreement.