

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT  
Truckee, California

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“Agreement”) is hereby entered into between the TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District” and

CONSULTANT: Education Housing Partners, Inc. (“EHP”)

TAXPAYER ID NUMBER: 26-3664834

MAILING ADDRESS: 39 Forrest Street, Suite 202

CITY, STATE, ZIP: Mill Valley, California 94941

PHONE NUMBER: (415) 381-3001

hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such services, and

WHEREAS, Consultant is specially trained and experienced and competent to perform the services required by the District;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Consultant (collectively, the “Services”).

Develop a physical, economic and political feasibility study for workforce housing for the benefit of teachers and staff of Tahoe Truckee Unified School District (District) and employees of the other Truckee Tahoe Workforce Housing Agency (JPA) member agencies per “Exhibit A”. Feasibility study will be conducted for vacant/unused portions of the Alder Creek Middle School site located at 10931 Alder Drive, Truckee, CA 96161 (APNs 019-370-030-000 and 019-410-027-000).

2. Consultant Qualifications. Consultant represents and warrants to District that Consultant and all of Consultant's employees, agents or volunteers (the "Consultant Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Consultant's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Consultant.

3. Term. Consultant shall commence providing Services under this Agreement on October 2, 2024, and will diligently perform as required and complete performance by February 2, 2025 (“Term”), subject to extensions of time for delays beyond the consultant’s reasonable control.

4. Compensation. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$85,000 dollars. District shall pay Consultant according to the following terms and conditions: \$40,000 flat fee to be paid to EHP in installments of \$8,000 per month for four months. The balance of \$8,000 will be payable upon delivery of final report. The remaining \$45,000 will be reserved for the following: 1) \$35,000 for third-party consultants (e.g., architect, engineer, environmental, etc.) and 2) \$10,000 for reimbursable expenses and miscellaneous/additional services. Third-party costs incurred by EHP will be billed to the District and will include a 10% administrative fee. Total third-party costs including the administrative fee will not exceed \$35,000. Consultant and District agree that third-

party costs are unknown at this time for proposed scope of work. If third-party proposals exceed allocated budget, Consultant and District will confer and mutually agree to either amend the total fee or reduce scope of work. The District retains the right to contract directly with third party consultants.

5. Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, except as follows: reimbursable expenses not included in scope (Exhibit A) not to exceed \$10,000 .

6. Independent Contractor Status. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, state Unemployment Insurance or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the service to be provided under this Agreement.

7. Taxes. Consultant acknowledges and agrees that it is the sole responsibility of Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of Consultant's compensation shall be subject to withholding by District for the payment of FICA (social security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance, or any other similar state or federal tax obligation.

8. Materials. Consultant shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and other items (collectively, "Materials") necessary to complete the Services to be provided pursuant to this Agreement in a manner which is consistent with generally accepted standards of the profession for similar services, except as follows:

N/A

---

---

Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Materials used by Consultant of the Consultant Parties, even if such Materials are furnished, rented or loaned to Consultant or the Consultant Parties by District. Furthermore, any Materials or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Consultant at no additional cost to District and subject to District's reasonable satisfaction.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or not later than five (5) days after the day of mailing, whichever is sooner.

District may also terminate this Agreement upon giving of written notice or intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Consultant; or (b) any act by Consultant exposing the District to liability to others for personal injury or property damage or may cause an increase in the District's insurance premiums; or if Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency. Written notice by District of termination for cause shall contain the reasons for such intention to terminate and unless within, Thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ( ) days cease and terminate. In the event of such termination, the District may secure the required Services from another Consultant. If the cost to the District of obtaining the Services from another Consultant exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be

charged to and collected from the Consultant. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, which ever is sooner.

10. Indemnity. Consultant shall defend, indemnify, and hold harmless District and its officers, employees, Board of Education, and members of the Board of Education (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) to the extent arising from the negligence, or willful misconduct of Consultant, the Consultant Parties or their respective agents, or employees in the performance of or failure to perform Consultant’s obligations under this Agreement, including, but not limited to Consultant's or the Consultant Parties’ use of the site, Consultant's or the Consultant Parties’ performance of the Services, Consultant’s or a Consultant Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph.

11. Insurance. Without in any way limiting Consultant’s liability or indemnification obligations set forth in Section 10, above, Consultant shall secure and maintain throughout the Term of this Agreement comprehensive general and automobile liability insurance with limits not less than \$1,000,000.00/\$2,000,000 per occurrence/aggregate for bodily injury and property damage in a form mutually acceptable to both parties to protect Consultant and District against liability or claims of liability which may arise out of this Agreement. Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. Consultant agrees to provide an endorsement to all insurance policies stating such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory, and shall waive all rights of subrogation against District and/or the District Parties. Not later than October 7, 2024, Consultant shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. Consultant agrees to name District and District Parties as additional insured under said policy. The District in its sole discretion may waive this insurance requirement, or a portion thereof, for a Contractor providing limited work where the contract value is \$1,000 or less. Any such waiver of these insurance requirements shall not be considered a waiver of any other provisions of this agreement, expressly including Section 10 above.

12. Workers’ Compensation Insurance. Consultant agrees to procure and maintain in full force and effect Workers’ Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers Compensation Act is filed against District by a bona fide employee of Consultant participating under this Agreement, Consultant agrees to defend and hold harmless the District from such claim.

13. Fingerprinting/Criminal Background Investigation Certification. Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A.  Consultant and the Consultant Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Consultant Parties have more than limited contact (as determined by District) with District students during the Term of this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_. [Attach and sign additional pages, as needed.]

C.  (Required only if Box 13.B is checked.) All of the Consultant Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by

the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Consultant Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Consultant shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

14. Tuberculosis Certification. Consultant and the Consultant Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

A.  Consultant Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

B.  The following Consultant Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, within the past 60 days, have submitted to tuberculosis risk assessment and, if tuberculosis risk factors were identified, have submitted to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis, in full compliance with the requirements of Education Code section 49406:

---

---

\_\_\_\_\_ . [Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Consultant Parties was assessed and/or examined and found to be free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

15. Confidential Information. Consultant shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Consultant shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Consultant shall turn over to District any and all educational records related to the services provided to any District student pursuant to this Agreement.

16. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant or transferred by operation of law or otherwise without prior written consent of the District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

17. Compliance with Applicable Laws. The service completed herein must meet the approval of the District. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others, that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

18. Mutual Waiver of Consequential Damages. The District and Consultant waive consequential

damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

19. Limitation of Liability. The District hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the District for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes including but not limited to Consultant's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the amount of compensation paid to Consultant under this Agreement, or the total amount of Consultant's insurance coverage available at the time of settlement or judgment, whichever is greater, regardless of theories of liability or causes of action asserted against Consultant

20. Time. Time is of the essence to this Agreement.

21. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services executed by both parties to the Agreement. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

22. Nondiscrimination in Employment. Consultant agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

23. Non-Waiver. The failure of District or Consultant to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

24. Administrator of Agreement. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District: Kerstin Kramer - Tahoe Truckee Unified School District  
11603 Donner Pass Road  
Truckee, CA 96161

For Consultant: Bruce Dorfman – Education Housing Partners, Inc.  
39 Forrest Street, Suite 202  
Mill Valley, CA 94941

25. Notice: All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provision of this section. At the date of this Agreement, the addresses of the parties are as set forth above.

26. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the

State of California with venue in Nevada County, California.

29. Warranty of Authority. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

This Agreement is entered into this Second day of October, 2024

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Kerstin Kramer  
Superintendent Chief Learning Officer

By: \_\_\_\_\_  
Bruce Dorfman  
Principal

# **Exhibit A**

# EDUCATION HOUSING PARTNERS

A THOMPSON | DORFMAN COMPANY

## Tahoe-Truckee Unified School District

### Phase I – Feasibility

<b>General Objective</b>	<ul style="list-style-type: none"><li>• Develop a physical, economic and political feasibility study for workforce housing for the benefit of teachers and staff of Tahoe-Truckee Unified School District (District) and employees of the other Truckee Tahoe Workforce Housing Agency (JPA) member agencies.</li></ul>
<b>Scope</b>	<p><b>Site Selection</b></p> <ul style="list-style-type: none"><li>• Meet with District and JPA representatives to discuss objectives, determine scope of housing program, and review District property to identify housing site(s).</li><li>• Evaluate site(s) in terms of location, size, zoning/general plan designations, adjacent uses, and other factors necessary to support workforce housing.</li><li>• Complete preliminary physical and political due diligence on appropriate housing sites.</li><li>• Provide recommendations to District and JPA of site(s) for detailed feasibility analysis.</li></ul> <p><b>Feasibility Study</b></p> <ul style="list-style-type: none"><li>• Design Coordination/Management<ul style="list-style-type: none"><li>○ Evaluate potential development scenarios for the identified site.</li><li>○ Develop a housing program, including product types, unit mix, general outline of specifications, and amenities for targeted resident demographics.</li><li>○ Retain an architect to develop a conceptual site plan, floor plans, building plans and elevations.</li><li>○ Engage physical due diligence consultants (e.g., geotechnical engineer, traffic consultant, environmental consultant) to complete supporting analyses.</li></ul></li><li>• Contracts and Budgets<ul style="list-style-type: none"><li>○ Interview, recommend and contract a design team and any other consultants, based on District and/or JPA recommendations and available budget.</li><li>○ Review and approve all requests for payment by the team of consultants.</li><li>○ Advise on value engineering considerations.</li><li>○ Prepare a predevelopment schedule and budget.</li><li>○ Develop conceptual hard cost budgets for all housing and infrastructure.</li></ul></li></ul>



**OUTLINE OF BASIC SERVICES BY PHASE  
Tahoe-Truckee Unified School District**

	<ul style="list-style-type: none"> <li>○ Survey comparable rental communities to determine market rental rates.</li> <li>○ Prepare conceptual economic analysis of the proposed development scheme, including an operating expense budget</li> <li>○ The economic analysis will consider financing options for the JPA, members or District and will consider organizational capacity and regulations that may affect the financing options outlined.</li> <li>● Entitlements <ul style="list-style-type: none"> <li>○ Identify the approval process for the city and any related agency approvals, to the extent required.</li> <li>○ Identify required elements for California Environmental Quality Act (CEQA) certification.</li> <li>○ Develop entitlement strategy and schedule.</li> <li>○ Prepare a memorandum outlining how potential entitlement pathways may be affected by site ownership, housing allocations to District and JPA member agencies, or other JPA organizational considerations that may affect the entitlement strategy.</li> <li>○ Coordinate pre-application package (if needed).</li> <li>○ Attend a District or JPA meeting to present plans and describe feasibility study and process.</li> </ul> </li> <li>● Other <ul style="list-style-type: none"> <li>○ Initiate community outreach with neighborhood residents or community groups (as required or directed).</li> <li>○ Handle accounting and progress billings (at the direction of the District).</li> <li>○ Provide monthly overall updates.</li> <li>○ In addition, to the extent District requires internal stakeholder outreach to help scope or communicate the plan, EHP can retain and manage a consultant (at additional cost) to: <ul style="list-style-type: none"> <li>▪ Write an internal stakeholder outreach plan at the direction of the District.</li> <li>▪ Conduct virtual or in-person focus groups of internal District stakeholders as needed.</li> <li>▪ Conduct online polls via SurveyMonkey or other online tools.</li> <li>▪ Write/conduct external stakeholder outreach as needed.</li> </ul> </li> </ul> </li> </ul>
<b>Time</b>	3-4 months
<b>Third-Party Costs</b>	<ul style="list-style-type: none"> <li>● District will pay for all third-party costs.</li> <li>● The budget is expected to be approximately \$35,000 for third-party costs, not including EHP Fee, reimbursables or contingency.</li> </ul>
<b>Fees/Overhead</b>	<ul style="list-style-type: none"> <li>● Base fee for this phase of the engagement is \$10,000/month.</li> <li>● All third-party costs will be billed on a “Not-to-Exceed Basis”. Any budget not spent by consultants will not be invoiced. EHP can contract with all consultants and the District can reimburse EHP, or the District can contract directly with consultants. If EHP</li> </ul>

**OUTLINE OF BASIC SERVICES BY PHASE**  
**Tahoe-Truckee Unified School District**

	<p>contracts directly with consultants, a 10% administrative fee is charged on all third-party costs.</p> <ul style="list-style-type: none"> <li>• Payments will be made on a monthly basis in arrears and due 15 days after the end of each month.</li> </ul>
<b>Representation/ Authority</b>	<ul style="list-style-type: none"> <li>• District will approve all material decisions including selection of consultants, budgets, schedules, etc.</li> </ul>

**BUDGET**

<u>Consultant</u>	<u>Low</u>
Education Housing Partners, Inc.	\$40,000
Architect	\$25,000
Geotechnical Engineer	(A)
Topographical Survey	(A)
Traffic	\$5,000
Civil Engineer	(A)
Environmental (Phase I)	(A)
Land Use/Contracts Counsel	\$5,000
Miscellaneous/Reimbursable	\$10,000
	<b>\$85,000</b>

(A) Excluded from Services. Assumes report is already in JPA/District possession.