

Assessor's Parcel Number: N/A

Date: APRIL 11, 2017

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00053632201708971190110117

KAREN ELLISON, RECORDER

AMENDED CONTRACT #2017.047

(Title of Document)

**FIRST AMENDMENT
CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN DOUGLAS COUNTY
P.O. Box 218
MINDEN, NV 89423

AND

WELLS BARNETT ASSOCIATES, LLC
P O BOX 10379
ZEPHYR COVE NV 89448

NO. 2017.042
2017 APR 11 PM 1:50
DOUGLAS COUNTY
CLERK
FILED

This Contract for Services by an Independent Contractor (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Douglas County Manager and Wells Barnett Associates, LLC., a Nevada Domestic Limited Liability Company (hereafter "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the personal services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents the company is duly qualified, equipped, staffed, ready, willing and able to perform and render the professional services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. The Contract will become effective on the later date it is approved and signed by authorized representatives of the Parties and shall continue until September 1, 2017, unless terminated as set forth herein. Time is of the essence for performance of the professional services described herein.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor shall have the status of an independent contractor and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the Parties, including that Contractor is not an employee of the County and that

There shall be no:

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

3. INDUSTRIAL INSURANCE. Contractor further agrees that prior to the commencement of any work and as a precondition to the to any obligation of the County to make any payment under the

Contract, the Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS § 616B.627. Contractor also agrees, prior to commencing any work under the Contract, Contractor will complete and to provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Wells Barnett Associates, LLC has entered into a contract with Douglas County to perform work from April 1, 2016 to September 1, 2017 and requests that the authorized insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS § 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the Contract, contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the contractor to stop work, suspend the contract, or terminate the contract at the sole discretion of the County. For each six month period this Contract is in effect, Contractor agrees, prior to the expiration of the six month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree the professional services to be performed are to provide a 20 year update to the existing Douglas County Master Plan, including the tasks, deliverables and fees as set forth in Exhibit "A", Proposal for Douglas County Master Plan Update, dated March 24, 2016, attached and incorporated herein.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the personal services set forth in Paragraph 4 at a total cost not to exceed \$48,250.00. In addition, the County does agree to reimburse the Contractor for travel and presentation materials at a cost not to exceed \$1,000. Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the approved budget.

6. TERMINATION OF CONTRACT. This Contract may be terminated without cause by either Party prior to the date set forth in Paragraph 1, provided the termination will not be effective until 30 days after a Party has served written notice upon the other Party. Contractor will be paid for amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the Contract. No amount will be allowed or paid for anticipated profit or costs on unperformed services or other unperformed work.

7. NONAPPROPRIATION. All payments under this Contract are contingent upon the availability of County funds. In accordance with NRS § 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by the County for this contract for the then current fiscal year under the Local Government

Budget Act. This contract shall terminate and the County's obligations under it shall be extinguished if the County fails to appropriate the necessary funding.

Nothing in this Contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this contract that are not paid to Contractor shall automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This contract shall be construed and interpreted according to the laws of the State of Nevada. 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. 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 mediator and court will recognize any offers of judgment made by a Party pursuant to Nevada law.

9. 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 this 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.

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

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

12. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County 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 all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County 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.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to Nev.Rev.Stat. ch. 239 and shall be available for inspection and copying by any person, as defined in Nev.Rev.Stat. § 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. The Contract and attached Exhibit "A" constitute the entire Contract and understanding between the Parties and may only be modified by a written amendment signed by both Parties.

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

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with any applicable licensing or professional rules and with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

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

19. 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 or County.

20. 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
Attn: Director of Community Development
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6201

Physical: 1594 Esmeralda Ave
Minden, NV 89423

To Contractor:


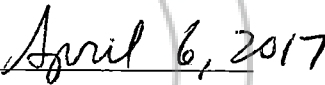
Wells Barnett Associates, LLC
Attn: Lyn Barnett, AICP
Post Office Box 10379
Zephyr Cove, Nevada 89448
Telephone: (775) 580-7478

Physical: 276 Kingsbury Grade Ste. 205
Stateline, NV 89448


21. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

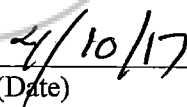
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Wells Barnett Associates, LLC

Lyn Barnett, Principal
Contractor (Date)

Douglas County


County Manager, Larry A. Werner
County (Date) 



UNDERSTANDING OF DOUGLAS COUNTY MASTER PLAN UPDATE

The existing Douglas County, Nevada Master Plan was adopted in 1996 and has been updated two times (2006 and 2011). In lieu of creating an entirely new Master Plan, the Planning Commission and Board of Commissioners would like to prepare an update to the existing document. The update process is expected to take 12 months to complete and will include community workshops throughout the County.

PROPOSED TASKS

Task One. Kick- Off Meeting and Review Scope of Work and Timeline

WBA will meet with the Community Development Director to discuss the scope of work, the timeline for the public participation process, data needs, and stakeholder interviews for each Master Plan Element. WBA would like to identify the point of contact for Douglas County GIS since WBA will work closely with the GIS Division throughout the Master Plan Update process.

Task Two. Public Participation Process

The public participation process will include various methods for residents, property owners, and businesses to express concerns and provide suggestions during the preparation of the Master Plan Update. The public participation process will include the following subtasks:

1. Master Plan Survey. WBA will prepare a draft Master Plan Survey (up to 10 questions) for review and comment by the Community Development Department. The Survey will then be finalized and a link posted on the Douglas County Home Page and ads printed in the Record Courier. Surveys will be made available at the Development Counter and will be also distributed via email to stakeholders.
2. Community Workshops. WBA will facilitate four community workshops (approximately 2 hours each) throughout Douglas County. The workshops will include current information on development trends in the specific planning area (s), which may necessitate assistance from Community Development staff.
3. Planning Commission Workshop. WBA will help lead the Master Plan Update workshop with the Douglas County Planning Commission.
4. Master Plan Amendment Requests. WBA will document all proposed Master Plan amendment requests from property owners and provide analysis and recommendations concerning each request.
5. Master Plan Update Web Page. WBA will prepare materials for a Douglas County Master Plan web page which will keep the public and elected officials updated on the Master Plan process and will provide a portal for comments on the draft Elements.



Task Three. County Profile Chapter

The existing County Profile Chapter is located in Volume II of the Master Plan. WBA will prepare an updated County Profile Chapter for internal review and comment. WBA recommends moving the County Profile Chapter to Volume I.

Task Four. Master Plan Elements

WBA will revise each element of the Douglas County Master Plan with updated maps and statistics. WBA will recommend changes or additions to the goals, policies, and actions for each Master Plan Element based on public comments, staff review, and best practices. WBA will insure that the updated Douglas County Master Plan is consistent with current planning laws in Nevada Revised Statutes. The Master Plan Elements Task will include the following subtasks:

1. Land Use Element. WBA will review the existing land use element and incorporate new issues identified during the public participation process. WBA will review the current planning areas (Regional Plans and Community Plans) as well as the future land use designations (12) and may recommend adjustments to the planning areas as well as some of the future land uses.
2. Washoe Tribal Lands Element. WBA will meet with the Planning Director of the Washoe Tribe of Nevada and California to discuss any changes to the Washoe Tribal Lands Element and will identify any potential land use conflicts between the Integrated Resource Management Plan (2008) and the Douglas County Master Plan.
3. Housing Element. WBA will update the Housing Element with an updated housing inventory and affordable housing needs analysis. The Housing Element will reference the 2014 TRPA Regional Housing Needs Program Report, as well as any other updates.
4. Transportation Element. The 2016 Master Plan will include the new Transportation Element that is currently being prepared by Parsons Brinckerhoff.
5. Growth Management Element. WBA will revise the Growth Management Element with updated statistics on Carson Valley building permit allocations and the transfer of development rights program.
6. Agriculture Element. WBA will revise the Agriculture Element to include more information on large and small scale agricultural operations, grazing leases on public lands, and support services and infrastructure for major agriculture segments.
7. Environmental Resources and Conservation Element. WBA will update the ERC Element to include the adopted Community Wellhead Protection Plan, the TRPA Sourcewater Protection Plan, as well as new policies and regulations concerning



renewable energy (e.g., solar farms). Current information concerning floodplain management will need to be included in this Element.

8. **Economic Development Element.** WBA will prepare a revised economic development element which will include discussion of the new Stateline Redevelopment Area.
9. **Historic Preservation Element.** WBA will revise the Historic Preservation Element to include information drawn from the TRPA designated historic resources overlay map and will include more information on the Main Street programs in Gardnerville and Minden.
10. **Parks and Recreation Element.** WBA will revise the Parks and Recreation Element with new statistics and maps related to the existing inventory and well as future needs.
11. **Public Services and Facilities Element.** WBA will revise the PSF Element with updated statistics and maps and will incorporate the aboveground utility plan that was adopted by the County in March 2015. The PSF Element will include updated information on facility needs for all agencies, including the Douglas County School District.
12. **Volume II.** WBA will update Volume II with new statistics and maps. Volume II will include the maximum development potential for each planning area based on current zoning.

Task Five. Implementation/Action Matrix and Appendices

WBA will prepare a revised Implementation Chapter which includes new actions for each Master Plan Element for a five-year planning horizon. WBA will also prepare revised versions of Appendix A (Master Plan Accomplishments) and Appendix B (Master Plan Amendment Requests).

Task Six. Deliverables

The deliverables for the Master Plan Update will include the following items:

1. Master Plan Survey Results
2. Draft Master Plan Chapters for internal review and comment
3. Draft Chapters for posting to Master Plan web page
4. Public Comments Matrix
5. Master Plan Amendment Requests
6. Notes from Community Workshops
7. Notes from Planning Commission Workshop
8. Master Plan document for public hearing process



FEE PROPOSAL

The proposed fee for the 2016 Update of the Douglas County Master Plan is \$48,250. The itemized cost for each task is listed below.

Component	Time Frame	Cost
Task One. Kick-Off Meeting - Review Scope of Work	April 2016	No Charge
Task Two. Public Participation Process	April 2016-March 2017	\$7,500
Task Three. County Profile	April 2016	\$3,750
Task Four. Master Plan Elements	May-December 2016	\$31,250
Task Five. Implementation/Action Matrix Chapter and Appendices	January 2017	\$3,750
Task Six. Deliverables	February 2017	\$2,000
TOTAL*		\$48,250.00

Fee Proposal excludes up to \$1,000 in reimbursable expenses for travel and presentation materials.

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

22nd day of Nov, 2016
By [Signature] Deputy

COPY

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

12th day of April, 2017

By [Signature] Deputy