

Assessor's Parcel Number: N/A

Date: NOVEMBER 29, 2017

Recording Requested By:

Name: DEBBIE BEAM, COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



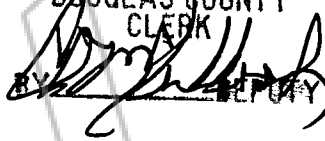
KAREN ELLISON, RECORDER

AMENDED CONTRACT #2017.223
(Title of Document)

NO. 2017-223

2017 NOV 29 PM 12:58

DOUGLAS COUNTY
CLERK

BY  CLERK

CONTRACT AMENDMENT NO. 3

A CONTRACT BETWEEN

DOUGLAS COUNTY

AND

HOUSE MORAN CONSULTING, INC.

WHEREAS, on or about August 24, 2016, Douglas County, a political subdivision of the State of Nevada (“County”), and house Moran Consulting, Inc., a Nevada corporation (“Contractor”) (hereinafter collectively referred to as “the Parties”), entered into a contract for professional services (the “Contract”);

WHEREAS, the Parties previously extended the term of the Contract to July 31, 2018;

WHEREAS, the Parties desire to expand the scope of the services provided by Contractor to the County and for Contractor to respond to the directives and needs of the County; and

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

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

1. The additional services provided to the County shall be designated as the Stormwater Utility Phase II (“SWU II”) services, including the Scope of Services attached hereto as Exhibit “A.” The services contemplated in the original Contract shall be designated as the Stormwater Utility Phase I (“SWU I”) services.

2. In addition to the services contemplated in SWU I, the Contractor shall provide with its SWU II services the following:

Meeting #1 – Facilitate and attend a meeting to finalize the Stormwater Utility Program with all of the Tahoe Basin General Improvement Districts.

Meeting #2 – Facilitate and attend a meeting to finalize the Stormwater Utility Program with residents of the Carson Valley.

Meeting #3 – Facilitate and attend individual meetings with *each* of the “Top Ten Accounts” representing the customers with the highest user fees from any proposed stormwater utility fee. If there is a natural grouping of future stormwater utility accounts (i.e., the top 16 or 8) that can be divided into two major categories, then meetings with these representative groups is also required. The purpose is to review any proposed fees and provided recommendations, if

any, for potential credits and fee adjustments. These meetings may occur over a two to three day period if feasible and as needed.

Meeting #4 – Present the final draft Stormwater Utility details at a public hearing to the Douglas County Board of Commissioners, including the Stormwater Utility Final Report, fee details, rate methodology, billing methodology, credits and adjustments policies, and a Question and Answer session.

3. Under the SWU II services, Contractor will prepare a Stormwater Utility Final Report that details all of the elements evaluated by Contractor during the development of the Stormwater Utility Program, including:
 - (a) Stormwater challenges, stormwater objectives, and associated costs;
 - (b) Drainage system level-of-service tiers;
 - (c) Legal requirements;
 - (d) Billing system requirements;
 - (e) Stormwater utility rate and equity, and ERU policies;
 - (f) Utility fee credits/adjustment policies;
 - (g) Secondary funding sources to support operation activities, regulatory programs, and capital planning;
 - (h) An evaluation of interlocal agreements;
 - (i) Roadway level-of-service tiers; and
 - (j) Farmers and ranchers flood control/irrigation management issues.
4. Under the scope of the SWU II services, the Contractor will assist the Douglas County District Attorney's Office to develop an appropriate stormwater utility ordinance that will provide the legal authority for the County's stormwater utility fee.
5. Under the scope of the SWU II services, the Contractor will work with the County's GIS Department and County Treasurer to develop a stormwater master account file and a methodology for its ongoing maintenance that is compatible with the County's existing accounting systems. Contractor will assist the County in finalizing the billing system, stormwater utility financial management system and policies, and assess the implications of any proposed billing and collection system.
6. Under the scope of the SWU II services, the Contractor will, based on the results from stakeholders and County staff meetings, prepare a draft Credit and Fee Adjustment Policy Manual ("CFAP Manual") that contains "findings of fact" to support the basis of calculating the credits and other fee adjustment factors for the residents and businesses within Douglas County. The CFAP Manual will be finalized during SWU II.
7. The Contractor will not digitize the impervious areas of the County under the scope of its SWU II services. These services will be performed by County staff with Contractor providing guidance, review, and comment to staff.

8. Contractor agrees to provide the SWU II services to County at a cost not to exceed Forty-Four Thousand and Two Hundred Dollars (\$44,200). Unless Contractor has received a written exemption from the County, Contractor shall submit an invoice for the services provided for achieving the following milestones:

TASK 1 – Public Information/Stakeholder Involvement: \$24,000.

TASK 2 – Acceptance of Stormwater Utility Final Report by the County Manager.

TASK 3 – Assisting with the preparation of a stormwater utility ordinance: \$1,600.

TASK 4 – Creating the Master Account file and Database support to County staff: \$15,000.

TASK 5 – Creating the credit and fee adjustment policy manual: \$1,600.
Acceptance of the Impact Fee Feasibility Study Final Report by the County Manager.

TASK 6 – Assisting with customer service program development: \$1,600.

9. All other terms and conditions of the original Contract remain unchanged and in full effect.

Effective this ____ day of _____, 2017.

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

House Moran Consulting, Inc

By: _____

Jeffrey M. Moran, President

10/5/2017
(Date)

Douglas County

By: _____

William B. Penzel, Chairman
Board of County Commissioners

(Date)

Attest:

By: _____

Kathy Lewis, Douglas County Clerk

10/5/17
(Date)



House Moran Consulting, Inc.
Professional Engineering Services

EXHIBIT A
Amendment No. 3

August 18, 2017

Mr. Larry Werner, PE
County Manager
Douglas County Community Development
1594 Esmeralda Avenue
P. O. Box 218
Minden, NV 89423

Re: Douglas County Stormwater Utility Contract Amendment

Dear Mr. Werner:

House Moran Consulting, Inc. (House Moran) is pleased to submit to Douglas County this Exhibit A – Stormwater Utility (SWU) Contract Amendment, to be included in the County's Contract for Services of Independent Contractor.

OVERVIEW

The purpose of this contract amendment is to bridge the gap from where the unfinished SWU project was put on a temporary hold, to being completed. As such, for simplicity's sake, we will refer to all prior work as SWU Phase One, and remaining work to completion as SWU Phase Two. There were numerous additional/unanticipated tasks that were required in SWU Phase One, thus, the need for SWU Phase Two to complete the project. This additional work was spread across the following: (1) public meetings and information dissemination, (2) technical assistance with Presidential Disaster Declarations for the January and February Winter Storms, DR-4303 and DR-4307 for FEMA's Hazard Mitigation Grant Program applications to the Nevada Department of Public Safety, Division of Emergency Management, and (3) GIS technical strategy support.

As a result, the SWU Phase Two Scope of Services, Fee Breakdown, and Project Schedule are provided in the pages below.



SCOPE OF SERVICES

TASK 1 – Public Information/Stakeholder Involvement

SWU Phase Two includes participation/facilitation in 4 public meetings, as described below:

1. Meeting #1 – Meeting to finalize SWU Program with Tahoe Basin General Improvement Districts (GIDs).
2. Meeting #2 – Meeting to finalize SWU Program with Carson Valley residents, business owners, and farmers/ranchers.
3. Meeting #3 – “Top 10” Accounts (highest user fees) Meeting: Individual meetings with each of the top 10 accounts, or if there is a grouping of accounts in which a natural break occurs (i.e., top 16 or 8) in the SWU fees that can be divided into 2 major categories. The purpose is to review proposed fees and provide recommendations, if any, for potential credits and fee adjustments. It is assumed that these meetings will occur at the same location within the same week, as such, this meeting may occur over 2-3 days, as needed.
4. Meeting #4 – Present final DRAFT SWU details to the BOCC, including SWU Final Report, fee details, rate methodology, billing methodology, credits and adjustments policies, and Q&A.

TASK 2 – SWU Final Report

House Moran will prepare a SWU Final Report that details all elements evaluated during the development of the SWU Program, including: (1) stormwater challenges, stormwater program objectives, and associated costs; (2) drainage system level-of-service tiers; (3) legal requirements, (4) billing system requirements, (5) SWU rate and equity, and ERU policies, (6) utility fee credits/adjustments policies; (7) secondary funding sources to support operational activities, regulatory programs, and capital planning; and (8) inter-local agreement evaluation, (9) roadway level-of-service tiers, and (10) farmers/ranchers flood control/irrigation management.

TASK 3 – Ordinance Preparation

House Moran will assist the County’s District Attorney’s Office in developing an appropriate stormwater utility ordinance for adoption that will provide the legal authority for the County’s stormwater utility fee. There were many model ordinances evaluated based on proven effectiveness in other states. House Moran has provided a draft ordinance for the County’s District Attorney for review/comment and will provide assistance in the preparation of the legal documents necessary for successful implementation of the stormwater utility.

TASK 4 – Master Account File and Database Support

House Moran will work with the County’s GIS Department and Treasurer to develop a stormwater master account file and a methodology for its maintenance that is compatible with the County’s existing accounting systems. House Moran will assist the County in finalizing billing system, SWU’s financial management system and policies, and assess the billing/collection implications.



TASK 5 – Credit and Fee Adjustment Policy Manual

Based on the results from stakeholder and County staff meetings, House Moran has prepared a draft Credit and Fee Adjustment Policy Manual that contains "findings of fact" to support the basis of calculating the credits and other fee adjustment factors for County's residents and businesses. This Manual will be finalized during SWU Phase Two.

TASK 6 – Customer Service Program Development

House Moran has prepared a draft Customer Service and Complaint Resolution Policy Manual to guide the process for which the County addresses SWU customers, including: Frequently Asked Questions (FAQs), typical Q&A, and training materials to help make the program successful.

SERVICES NOT INCLUDED

As in SWU Phase One, the Scope of Services for SWU Phase Two does not include House Moran digitizing impervious areas for the County. This work has been, and will continue to be performed by County staff, with House Moran providing guidance, and review/comment.

INFORMATION PROVIDED BY COUNTY

House Moran shall be entitled to rely on the completeness and accuracy of the information provided by the County and the County's consultants or representatives.

SCHEDULE

House Moran will complete SWU Phase Two in such time for SWU bills to be distributed to the public on next year's tax bill, prepared in June 2018.

FEE

The fee for the work described herein is \$44,200.00 on a lump sum basis, with a breakdown of tasks/costs below. This fee will not be exceeded without prior written authorization from the County. The project will be billed monthly on a percent complete basis.

Tasks	Costs
TASK 1 – Public Information/Stakeholder Involvement	\$6,400
TASK 2 – SWU Final Report	\$18,000
TASK 3 – Ordinance Preparation	\$1,600
TASK 4 – Master Account File and Database Support	\$15,000
TASK 5 – Credit and Fee Adjustment Policy Manual	\$1,600
TASK 6 – Customer Service Program Development	\$1,600
TOTAL	\$44,200



CLOSURE

In addition to the matters set forth herein, this Agreement shall include and be subject to, and only to, the County's Contract for Services of Independent Contractor, in which the County's Terms & Conditions are hereby acknowledged, incorporated by reference, and accepted by House Moran. This Proposal serves as Exhibit A of the County's Contract for Services of Independent Contractor.

If the County concurs with all the foregoing and wishes to direct us to proceed with the services contained herein, please have authorized persons execute the County's Contract for Services of Independent Contractor, and provide 2 copies to House Moran for signatures. We have also included in this submittal, our Certificate of Insurance. We appreciate the opportunity to provide these services to the County and continue our long-standing and successful working relationship. If you have any questions, please give me a call at 775-293-4000.

Very truly yours,

HOUSE MORAN CONSULTING, INC.
Nevada PE Firm License No. 23484

Jeff House
Chief Executive Officer

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

29th day of August, 2017

By [Signature] Deputy