

Recorder's Office Cover Sheet

Recording Requested By:

Name: Lisa Granahan

Department: County Manger



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____

FILED

NO. 2021. 211

12-21-2021

DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY [Signature] DEPUTY

**AMENDMENT #1 TO THE CONTRACT FOR PROFESSIONAL SERVICES
BY AN INDEPENDENT CONTRACTOR**

THIS AMENDMENT IS MADE BY

DOUGLAS COUNTY, NEVADA

AND

JBG ENTERPRISES, LLC DBA B GREAT LEADERSHIP

This Amendment #1 to the Contract for Professional Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, and JBG Enterprises, LLC dba B Great Leadership ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County previously entered into a Contract with Contractor effective July 1, 2021 to perform services related to the update of Douglas County's Economic Vitality Plan, a copy of which is attached hereto as **Exhibit A**, and

WHEREAS, Douglas County and Contractor wish to amend the Contract attached hereto as **Exhibit A**, as set forth in this "Amendment No. 1 to Agreement to Contract For Services of Independent Contractor" to extend the term of the Contract to February 28, 2022.

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

The following language in *italics* shall replace the entirety of the existing language of Paragraph "1. Term and Effective Date of Contract" of the Contract attached hereto as **Exhibit A**:

This Contract will be effective July 1, 2021 and remain in effect through February 28, 2022, unless earlier terminated as provided in Paragraph 6 herein.

[CONTINUED ON NEXT PAGE]

Unless otherwise modified by this Amendment No. 1 to Contract for Professional Services by an Independent Contractor, all remaining language in the Contract attached hereto as Exhibit A shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Contract for Professional Services by an Independent Contractor to be signed and intend to be legally bound thereby.

Contractor – JBG Enterprises, LLC dba B Great Leadership

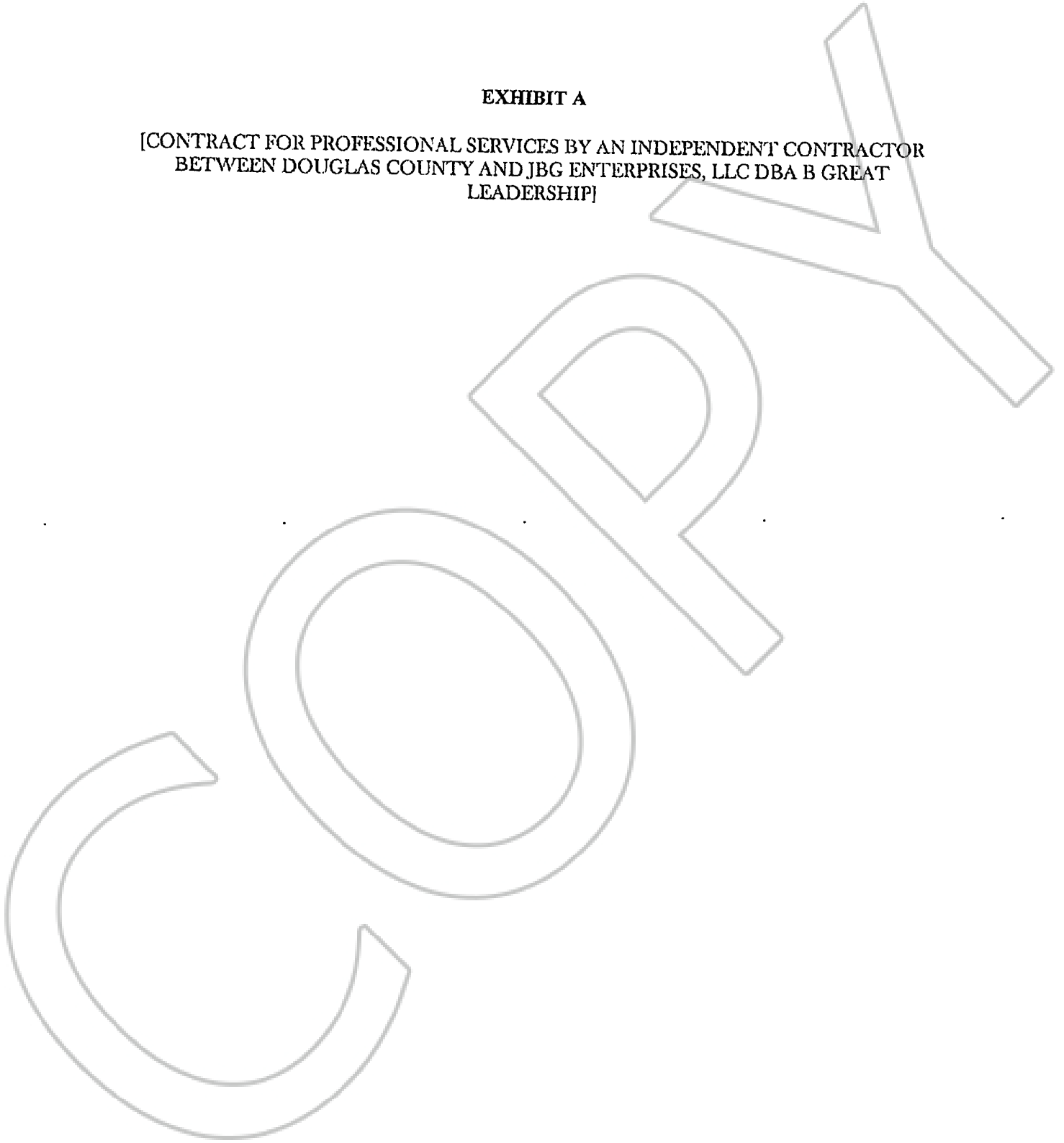
By: Betty Gorman 12/9/2021
B (Betty) Gorman, Manager (Date)

Douglas County, Nevada

By: Patrick Cates 12/20/21
Patrick Cates (Date)
County Manager

EXHIBIT A

**[CONTRACT FOR PROFESSIONAL SERVICES BY AN INDEPENDENT CONTRACTOR
BETWEEN DOUGLAS COUNTY AND JBG ENTERPRISES, LLC DBA B GREAT
LEADERSHIP]**



CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA
AND
JBG ENTERPRISES, LLC DBA B GREAT LEADERSHIP

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, Nevada a political subdivision of the State of Nevada (the "County"), and JBG Enterprises, LLC, a Nevada limited liability company, doing business as, B Great Leadership ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, County, from time to time, requires the services of independent contractors;

WHEREAS, County believes that the professional services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

WHEREAS, Contractor represents that it is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. The Contract will be effective July 1, 2021 and remain in effect through December 31, 2021, unless earlier terminated as provided in Paragraph 6 herein.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding 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 Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE.

A. Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, 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 that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

JBG Enterprises, LLC has entered into a contract with Douglas County to perform work from July 1, 2021 to December 31, 2021, and requests that an 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 all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the 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, insurance 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 the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

B. Consultant may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he/she is a sole proprietor and that:

1. In accordance with the provision of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and

2. Is otherwise in compliance with those terms, conditions and provisions.

4. **SERVICES TO BE PERFORMED.** The Contractor will perform services to update County's Economic Vitality Plan as further detailed in the document entitled "Services Outline for Douglas County Economic Vitality Plan Update Jan. 2021" attached hereto as **Exhibit A**, and fully incorporated herein.

5. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 for a total payment not to exceed \$48,000, which shall be invoiced to the County at the rate of \$8,000.00 per month in accordance with the "Pricing" section of the document attached hereto as **Exhibit A**.

6. **TERMINATION OF CONTRACT BY COUNTY.** County may terminate the Contract for any reason at any time upon 10 days written notice to Contractor. In the event of termination, County shall pay Contractor on a pro rata basis for all services rendered to County up to the effective date of termination.

7. **NONAPPROPRIATION.** Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

8. **CONSTRUCTION OF CONTRACT.** The Contract will 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 mutually agreed to by the parties. 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 Parties mutually agree to not seek punitive damages against either Party.

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 the 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. County will not waive and intends to assert all available NRS chapter 41 liability limitations.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the 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 the Contract will 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 understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 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 OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor will defend, hold harmless and/or indemnify County against such claims. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense.

15. MODIFICATION OF CONTRACT. The Contract and any attached exhibits constitute the entire agreement and understanding between the Parties, supersede all prior agreements, and may only be modified by a written amendment signed by both of the Parties.

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

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by others with Contractor's skill and training.

18. WAIVER OF LIEN. Contractor understands and agrees that the services she 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
c/o Lisa Granahan
Post Office Box 218
Minden, Nevada 89423

To Contractor:

JBG Enterprises, LLC dba B Great Leadership
3827 S Carson Street
Suite 505 - 25 PMB
Carson City, NV 89701

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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 third parties 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

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

JBG Enterprises, LLC dba B Great Leadership

By: B (Betty) Gorman 6/11/2021
B (Betty) Gorman, Manager (Date)

Douglas County, Nevada

By: Patrick Cates Jun 23, 2021
Patrick Cates, County Manager (Date)

EXHIBIT A
[SERVICES OUTLINE FOR DOUGLAS COUNTY ECONOMIC VITALITY PLAN
UPDATE JAN. 2021]

DRAFT



Services Outline for Douglas County Economic Vitality Plan Update Jan. 2021

Background:

Douglas County Economic Vitality Plan

Douglas County, Nevada's Economic Vitality Manager (client) has contacted B Great Leadership (contractor) to request a proposal for updating the county's Economic Vitality Plan (EVP).

Douglas County's Economic Vitality Plan was originally approved in 2010 through a process that included a review of existing community and economic development plans (Ex. 2009 Douglas County Community Assessment) and a series of community outreach sessions and interviews. The original plan focused on implementation strategies and was well received. In the ensuing years the plan was updated in 2014 and 2017 providing county leadership and citizens with a record of successes, challenges/pivots and ongoing projects.

The Strategic Priorities are as follows:

- Develop Distinctive Downtowns
- Capitalize on Outdoor Recreation & Lifestyle
- Create a Thriving Climate for Business and Learning

Within each of these strategic priorities were a number of specific projects. Each area was led by a community "Champion" whose role it was to motivate Douglas county citizens to engage and ensure progress was being made. These Champions interacted with Douglas County leadership and to some extent they are still in place, albeit not all are active.

A decade later, it is now the intent of the county to review the current EVP, priorities, progress and determine appropriate priorities, projects and next steps in light of today's current and forecasted economic and community conditions.

Contractor

"B" (Betty) Gorman of B Great Leadership is an independent contractor working within Northern Nevada and California for over two decades. B is a trained facilitator, project manager and executive coach with extensive business, non-profit, chamber of commerce, economic & workforce development, and association experience.

Contractor was the CEO of the Tahoe Chamber for ten years where she built numerous coalitions and partnerships around the Tahoe Basin and in Northern Nevada making her uniquely aware of priorities, nuances within communities and general economic conditions. During her tenure at the chamber contractor convened an unprecedented gathering of regional economic development professionals from Sacramento to Reno. This effort resulted in the formation of the Tahoe Prosperity Center, the Tahoe Basin's regional economic development entity.

Additionally, in her role at the chamber contractor created, coordinated and led numerous "treks" with government and civic leaders to other communities to learn firsthand about other's community and economic development successes.

Recently contractor has been providing extensive services to JOIN Inc. as a project manager in developing and delivering Work-based Learning programming for high school students in Douglas, Lyon, Churchill and Washoe counties. This work has brought her in contact with numerous industry, academic and community leaders enabling her to stay apprised of Northern Nevada's economy, future forecasting and needs of government and their citizens.

Desired outcomes from the strategic updating process:

- Projects and milestones achieved to date are recognized and celebrated.
- Strategic Priorities and underlying projects are identified for the upcoming 3 to 5 years.
- Partner and community input has been received and integrated into an updated EVP.
- County Commissioners are engaged, feel the updated plan identifies their priorities, and feel well equipped to communicate with their constituents about the Economic Vitality Plan's goals for the future.
- Selected projects meet the Guiding Principles.
- Champions are focused on implementing an action plan for their project.

Proposed Approach:

- Contractor and Economic Vitality Manager meet monthly (minimum) or bi-weekly (suggested) to ensure project objectives and milestones are achieved
- Review existing EVP materials to clearly identify specific projects and progress to date.
- Review and collate pertinent information from recently released documents especially those aimed at ensuring Northern Nevada recovers from the Covid-19 pandemic and economic crisis.
- Survey Douglas County partners to determine current awareness, perspectives and beliefs about the current and future economy of the region.
- Survey Douglas County citizens sharing a recap of milestones achieved and seeking input related to continuation of existing projects as well as proposed projects.
- Compile a status update on existing Strategic Priorities/Projects and partner input.
- Conduct a small workshop with Champions and critical County staff to refine existing and/or develop new Strategic Priorities as well as proposed projects.
- Draft an updated Economic Vitality Plan incorporating findings from aforementioned research and input.
- Provide an opportunity for review and refinements prior to finalizing the EVP.
- Finalize the plan for distribution as applicable.
- Work with Champions and their project teams to develop a streamlined year one Action Plan

Logistics:

Below are proposed steps leading up to approval of the Plan in order to ensure objectives are clear and achieved. Milestone dates to be discussed with client and finalized.

July

- Contractor to review existing EVP materials

- Contractor to review existing plans and pertinent documents as suggested by Douglas County's Economic Vitality Manager such as:
 - Nevada's Plan for Recovery and Resiliency recently published by the Governor's Office of Economic Development
 - Western Nevada Development District's Economic Recovery Update
- Contractor to draft a questionnaire to be used during the outreach phase. This will be developed in partnership with the Economic Vitality Manager but will likely seek to understand the following:
 - Current knowledge and perception of the EVP
 - Review current EVP Strategic Priorities implementation and future steps
 - Outlook and ideas related to Douglas County's future economic opportunities
 - Thoughts related to the current economy as well as recovery and resiliency post-pandemic
- Contractor to work with Economic Vitality Manager and County staff to develop the community input survey.
- Client to prepare a list of partners, collaborators, champions and county leadership who should be contacted by contractor (List to include email and phone numbers)
- Contractor to commence scheduling outreach sessions
- Contractor/Client meeting(s) and communications

August - September

- Contractor to conduct in-person or virtual sessions with leadership as listed below:
 - County leadership to include the following:
 - County Commissioners
 - County Manager
 - Town Managers
 - Community Development Director, Community Services Director and Airport Manager
 - All current Strategic Priority Champions
 - Previous Champions whom the Economic Vitality Manager considers pertinent
 - Executives from partnering and collaborating organizations such as:
 - NNDA
 - WNDD
 - Visitor Authorities
 - Tahoe Prosperity Center
 - Chambers of Commerce
 - Main Street Gardnerville
 - Workforce Development/Education entities
 - Minden Tahoe Airport
 - Industry Leaders
 - Community Leaders
- Client and Contractor finalize appropriate attendees for workshop and share invitation and logistics information.
- County and contractor to deploy the community survey.
- Contractor/Client meeting(s) and communications

October

- Contractor to complete the following:
 - Executive summary from the one-on-one interviews and community survey.
 - Status update on existing Strategic Priorities & Projects.
- Contractor combines results from the outreach and research into an overview suitable for presentation/discussion.
- Contractor to design progressive exercises and complete draft agenda for small workshop
 - Objectives would include:
 - A review of outreach and research findings.
 - Agreement on Strategic Priorities.
 - Proposed Projects to be pursued in furtherance of the Priorities.
 - Identification of potential Project Champions and Team Members.
- Contractor and Economic Vitality Manger to discuss and refine agenda objectives and process.
- Workshop attendees may be provided with advance reading from the outreach and research phase.
- Contractor/Client meeting(s) and communications

November

- Contractor facilitates workshop with Champions and key Douglas County staff.
 - Suggest retreat take place either virtually or in person the first week of the month.
- Contractor consolidates workshop results and drafts the updated Economic Vitality Plan.
- Contractor/Client meeting(s) and communications.

December

- Updated Project Update (milestones) and Economic Vitality Plan is presented to the Douglas County Commissioners (Dec. 2nd)
- Contractor meets with individual Project Champions and teams to support their efforts in creating an Action Plan.
- Action Plans are formalized and distributed as applicable.
- Contractor/Client meeting(s) and communications.

Pricing:

Contractor fees for completing this project would be invoiced at the rate of \$8,000 per month. This rate includes contractor's travel costs if applicable, insurance and personal office equipment, technology and supplies.

Thank you for the opportunity to be of service to your organization and our community. Please do not hesitate to contact me if you wish to discuss further and/or need adjustments made to this outline in order to better meet your needs.

B. Gorman

B Great Leadership

Certified Co-Active Coach, Credentialed ICF Coach
TOP Trained Facilitator
Certified by The Leadership Circle to conduct 360-Reviews and Collective Leadership Assessments

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

21ST day of DECEMBER, 20 21

By Emmy Lombardi Deputy