

**City of Carson City
Agenda Report**

Date Submitted: August 2, 2012

Agenda Date Requested: August 16, 2012
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept Public Works recommendation to approve Amendment No. 1 to Contract No. 1011-234 with Resource Concepts, Incorporated titled "Carson City Water Rights Assistance" to increase the contract in an amount of \$155,000.00 from \$90,000.00 to \$245,000.00 and to increase the contract term from June 1, 2013 to June 1, 2014. (*Kim Belt*)

Staff Summary: On June 2, 2011, The Carson City Board of Supervisors approved the above listed contract in the amount of \$90,000.00. This request is to increase the contract in an amount of \$155,000.00 and amend the contract term. This contract is to provide Professional Services which include: 1) monitoring with the Nevada Division of Water Resources filing deadlines, requirements, and due dates, including responding to all notices, and other requirements of the State; 2) coordination with City staff in the water utility area regarding changes, Proofs of Beneficial use, Proofs of Completion, and other requirements necessary to keep water rights in good standing; and 3) responding to specific water related requests as required.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move accept Public Works recommendation to approve Amendment No. 1 to Contract No. 1011-234 with Resource Concepts, Incorporated titled "Carson City Water Rights Assistance" to increase the contract in an amount of \$155,000.00 from \$90,000.00 to \$245,000.00 and to increase the contract term from June 1, 2013 to June 1, 2014. (*Kim Belt*)

Explanation for Recommended Board Action: Being a water rights proprietor, Carson City has obligations to keep each of our water rights in good standing, providing life-sustaining water to all citizens and codifying arrangements to maximize efficiency of use.

Resource Concepts, Incorporated has assisted Carson City in managing our water rights for over 10 years; providing legal certainty or predictability and security of tenure. Additionally, Resources Concepts, Incorporated has provided direction and/or recommendations when acquiring other water rights

Carson City perceives Resource Concepts, Incorporated as an asset when managing our water rights and therefore, staff recommends amending contract 1011-234 with Resource Concepts, Incorporated in order to continue the professional services contract.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes 625.

Fiscal Impact: \$155,000.00

Explanation of Impact: If approved Contract 1011-234 contract term will be increased.

Funding Source: Water Account – Professional Services 520-3502-435-0309 as provided in FY 2010/2011, FY 2011/2012 and FY 2012/2013.

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract Amendment No. 1.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: John M. Mays
(Public Works)

Date: 8-7-12

Date: 8/7/12

(City Manager)

Daniel J. Mays
(District Attorney)

Date: 8/7/12

Barry D. Paulson
(Finance Director)

Date: 8/7/12

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay

2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

AMENDMENT No. 1

Contract No. 1011-234

Carson City Water Rights Assistance

THIS AMENDMENT is made and entered into this 16th day of August, 2012, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Resource Concepts, Incorporated, hereinafter referred to as the "CONSULTANT", and is made to amend the existing contract known as CONTRACT # 1011-234.

WITNESSETH:

WHEREAS, during the performance of CONSULTANT'S duties pursuant to CONTRACT # 1011-234 the CITY requested additional tasks of the CONSULTANT that were not within the original Scope of Work of the CONTRACT; and

WHEREAS, the CITY and CONSULTANT desire to amend CONTRACT to provide CONSULTANT authorization to perform the additional work and to compensate CONSULTANT for the additional work; and

WHEREAS, said amendment is at the request of both the CITY and CONSULTANT, and that significant benefit will be derived by the CITY for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, CITY and CONSULTANT, by and through their respective authorized representatives hereby agree to:

- 1 Amend Paragraph 2.1 of CONTRACT # 1011-234 to provide in its entirety as follows:

This Contract shall be effective from June 2, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be June 2, 2011) to June 1, 2014, unless sooner terminated by either party as specified in Section 7 Contract Termination.

- 2 Amend Paragraph 4.1 of CONTRACT #1011-234 to provide in its entirety as follows:

CONSULTANT shall provide and perform the following services set forth in Exhibit A to this agreement, Exhibit B to Contract Amendment No. 1 to CONTRACT #1011-234 attached hereto and incorporated herein by reference for and on behalf of CITY hereinafter referred to as the "SERVICES".

- 3 Amend Paragraph 5.1 of CONTRACT #1011-234 to provide in its entirety as follows:

City agrees to pay CONSULTANT the CONTRACT SUM based upon time and materials for a not to exceed amount of Two Hundred Forty Five Thousand Dollars and No Cents (\$245,000.00), which is an increase to the contract amount by One Hundred Fifty Five Thousand Dollars and No Cents (\$155,000.00)

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1011-234
Carson City Water Rights Assistance**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: K. Belt
KIM BELT

DATED 8/7/12

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: Deputy DA
Deputy District Attorney

DATED 8/7/12

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-283-7367
Fax: 775-887-2164
ABurnham@carson.org

By: ABurnham

DATED 8-7-12

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1011-234
Carson City Water Rights Assistance

Bruce R. Scott, deposes and says: That he is the **CONSULTANT** or authorized agent of the **CONSULTANT**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONSULTANT

BY: Bruce R. Scott, P.E.

TITLE: Principal

FIRM: Resource Concepts, Incorporated

CARSON CITY BUSINESS LICENSE #: 12-473

Address: 340 N. Minnesota Street

City: Carson City State: Nevada Zip Code: 89703

Telephone: (775) 883-1600/ Fax #: (775) 883-1656

E-mail Address: Bruce@rci-nv.com

(Signature of CONSULTANT)

DATED August 7, 2012

STATE OF Nevada)

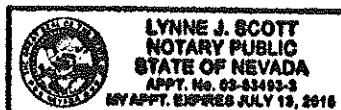
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County of Carbon City)

Signed and sworn (or affirmed) before me on this 7th day of August, 2012, by Bruce Scott.

Lynne A. Scott
(Signature of Notary)

(Notary Stamp)



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1011-234
Carson City Water Rights Assistance**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on August 16, 2012, approved the acceptance of **CONTRACT No. 1110-234**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

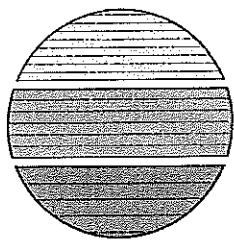
ROBERT L CROWELL, MAYOR

DATED this 16th day of August, 2012.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of August, 2012.



ENGINEERING • SURVEYING • RESOURCES & ENVIRONMENTAL SERVICES

RESOURCE CONCEPTS, INC.

August 2, 2012

Mr. Tom Guinn, P.E.
 Utility Manager
 Carson City Public Works
 3505 Butti Way
 Carson City, NV 89701-3498

Subject: Proposed Contract Amendment for Water Rights Services

Dear Mr. Guinn:

Attached is a proposed amendment to extend Resource Concepts, Inc.'s agreement with Carson City for providing water rights related services to Carson City Utilities. We have appreciated and enjoyed the opportunity to support and represent Carson City regarding water rights and related matters and to work with you and your staff on all aspects of Carson City's water rights with the State of Nevada.

The proposed amendment represents an extension of our current agreement, which was initiated in 2006. We propose to continue the same hourly billing rates that we have maintained since 2007. Hopefully, if the economy shows signs of improvement, we can discuss billing rates in the future.

One aspect of this agreement which is important to consider in looking at the overall cost is that the water rights administration which we perform includes issuing many individual checks for various permit fees, conveyance fees, fees for proofs and other required submittals to the Division of Water Resources. Since the contract was originally approved, we have paid all fees on behalf of Carson City and then been reimbursed under the agreement, saving a significant amount of time on the processing and coordination for both RCI and Carson City.

Annual average billings including all costs and fees are estimated to be \$80,000. This includes \$9000 per year in projected filing and permit fees paid to the Division of Water Resources. Although the time and expenses for filing fees vary from month to month, this estimate reflects the average costs over the past two and a half years. Based on our experience over this time, we feel that this projection of future costs will be accurate. This assumes there are no unusual or abnormal events such as litigation or major hearings that require significant additional time and effort. This type of unusual expense has not occurred over the six years that these services have been provided by RCI.

Please let me know if you have questions, or there is any other information which would be helpful for you in your consideration and preparation of the submittal of this amendment to the Board of Supervisors.

Thank you for the opportunity to provide this amendment. We look forward to continuing our water work on behalf of Carson City.

Sincerely,

Bruce R. Scott, P.E.
 Principal

BRS:td
Attachment

2012-7-24 Ltr Guinn 06301-2 CCPW BRS-td 1,7-13.doc

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