

**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: [Signature]  
(Public Works)  
[Signature]  
(City Manager)

Date: 8-7-12

Date: 8/7/12

[Signature]  
(District Attorney)  
[Signature]  
(Finance Director)

Date: 8/7/12

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 16<sup>th</sup> 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 # 1110-234** 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

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

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

By:   
KIM BELT

By:   
Deputy District Attorney

DATED 8/7/12

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: 

DATED 8-7-12

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
AMENDMENT No. 1  
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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**)

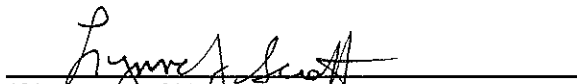
**DATED** August 7, 2012

**STATE OF** Nevada )

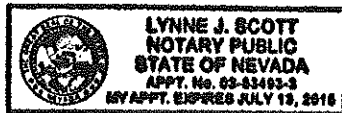
**County of** Carson City )

) ss

Signed and sworn (or affirmed) before me on this 7<sup>th</sup> day of August, 2012, by Bruce 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**

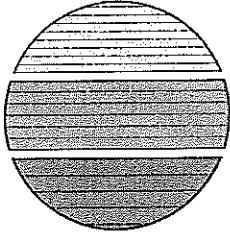
\_\_\_\_\_  
ROBERT L CROWELL, MAYOR

DATED this 16<sup>th</sup> day of August, 2012.

**ATTEST:**

\_\_\_\_\_  
ALAN GLOVER, CLERK-RECORDER

DATED this 16<sup>th</sup> 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 1.7-43.doc

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