

**City of Carson City
Agenda Report**

Date Submitted: June 24, 2011

Agenda Date Requested: July 7, 2011

Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To determine that Contract No. 1112-032 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1112-032, a request for professional services to be provided by Research & Consulting Services, Inc. through June 30, 2014, for a not to exceed cost of \$111,000.00 disbursed at \$37,000.00 per year to be funded from the Western Nevada HOME Consortium Fund as provided in FY 2011/2012, FY 2012/2013 and FY 2013/2014. *(Kim Belt)*

Staff Summary: Consultant will provide general management, coordination, and monitoring of the HOME program in compliance with HUD program requirements and conditions. The Western Nevada HOME Consortium is comprised of eight counties and four cities in Northern Nevada.

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 to determine that Contract No. 1112-032 is a contract for professional services and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 1112-032, a request for professional services to be provided by Research & Consulting Services, Inc. through June 30, 2014, for a not to exceed cost of \$111,000.00 disbursed at \$37,000.00 per year to be funded from the Western Nevada HOME Consortium Fund as provided in FY 2011/2012, FY 2012/2013 and FY 2013/2014. *(Kim Belt)*

Explanation for Recommended Board Action: Public Works advertised in the May 27, 2011 Nevada Appeal and Reno Gazette Journal for proposals from organizations to administer the Home Investment Partnerships Program (HOME) for the Western Nevada HOME Consortium (WNHC). Staff reviewed and selected the firm to provide general management, coordination, and monitoring of the HOME program in compliance with HUD program requirements and conditions. The Western Nevada HOME Consortium is comprised of eight counties and four cities in Northern Nevada. The cost of the services to be provided has been identified in an amount not to exceed \$111,000.00. Pursuant to **NRS 332.115 subsection 1 (b)**, staff is requesting the Board of Supervisors declare that this contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(b) Professional services;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

(Added to NRS by 1975, 1538; A 1987, 296, 1484; 1991, 337, 349, 648, 1934, 1935; 1997, 132; 1999, 889, 1684; 2001, 1317; 2003, 620, 2262; 2005, 226, 2554)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (b)

Fiscal Impact: \$37,000.00 per year for a total of \$111,000.00.

Explanation of Impact: If approved, the Fund below will be reduced by \$111,000.00 in disbursements of \$37,000.00 per year.

Funding Source: Western Nevada HOME Consortium Fund as provided in FY 2011-2012, FY 2012/2013 and FY 2013/2014.

Alternatives: Not approve Contract No. 1112-032, a request for professional services to be provided by Research & Consulting Services, Inc.

Supporting Material: Contract for Services of Independent Contractor

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:

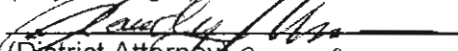


(Public Works)

Date: 6-28-11

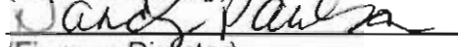
(City Manager)

Date: 6/28/11



(District Attorney)

Date: 6/28/11



(Finance Director)

Date: 6/28/11

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

THIS CONTRACT, made and entered into this 7th day of July, 2011, 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 Research & Consulting Services, Inc. hereinafter referred to as the "**CONTRACTOR**".

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Manager for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1112-032 Professional Services for the Administration of the Western Nevada HOME Consortium Program** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from July 7, 2011, subject to Carson City Board of Supervisors' approval (anticipated to be July 7, 2011) to June 30, 2014, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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**Titled: Professional Services for the Administration of the Western Nevada
HOME Consortium Program**

For P&C Use Only	
CCBL expires	_____
GL expires	_____
AL expires	_____
PL expires	_____
WC expires	_____

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

Rex J. Massey
Research and Consulting Services, Inc.
P.O. Box 19549
Reno, NV 89511
775-849-9701/FAX 775-849-9701
rexmassey@aol.com

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137/ FAX 775-887-2107
KBelt@carson.org

4 SCOPE OF WORK:

4.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

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4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

4.7 CITY RESPONSIBILITIES:

4.7.1 **CITY** shall make available to **CONTRACTOR** all technical data that is in **CITY'S** possession, reasonable required by **CONTRACTOR** relating to the **SERVICES**.

4.7.2 **CITY** shall provide access to and make all provisions for **CONTRACTOR** to enter public and private lands, to the fullest extent permitted by law, as reasonably required for **CONTRACTOR** to perform the **SERVICES**.

4.7.3 **CITY** shall examine all reports, correspondence, and other documents presented by **CONTRACTOR** upon request of **CITY**, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of **CONTRACTOR**.

4.7.4 It is expressly understood and agreed that all work done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of work shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the work required under the terms of this Contract until all work has been completed.

5 CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Exhibit A** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time & materials and the attached fee schedule for a not to exceed maximum amount of One Hundred Thousand One Hundred and One Dollars and No Cents (\$111,000.00). To be disbursed as follows: For services satisfactorily rendered as set forth in **Section 4 Scope of Work**:

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beginning on July 1, 2011 through June 30, 2012, the CITY agrees to pay to RCS an amount **NOT TO EXCEED the sum of THIRTY-SEVEN THOUSAND and no/100 (\$37,000)**;
beginning on July 1, 2012 through June 30, 2013, the CITY agrees to pay to RCS an amount **NOT TO EXCEED the sum of THIRTY-SEVEN THOUSAND and no/100 (\$37,000)**;
beginning on July 1, 2013 through June 30, 2014, the CITY agrees to pay to RCS an amount **NOT TO EXCEED the sum of THIRTY-SEVEN THOUSAND and no/100 (\$37,000)**.

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.3 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

5.6 The continuation of this Contract beyond June 30, 2012 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

6 TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7 CONTRACT TERMINATION:

7.1 **Termination Without Cause:**

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.2 Termination for Nonappropriation:

7.2.1 The continuation of this Contract beyond June 30, 2011, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

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7.3.2.6 If it is found by CITY that CONTRACTOR has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct:

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 CONTRACTOR shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by CITY;

7.5.1.3 CONTRACTOR shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by CITY;

7.5.1.4 CONTRACTOR shall preserve, protect, and promptly deliver into CITY possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8 REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. CITY may set off consideration against any unpaid obligation of CONTRACTOR to CITY.

9 LIMITED LIABILITY:

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9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10 FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

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11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12 INDEPENDENT CONTRACTOR:

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subsection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13 INSURANCE REQUIREMENTS:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4 Insurance Coverage:

13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 General Requirements:

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13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.5.4 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

13.5.6 **Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing & Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.7 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing & Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

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13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing & Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing & Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 COMMERCIAL GENERAL LIABILITY INSURANCE:

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 PROFESSIONAL LIABILITY INSURANCE:

15.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

15.2 Retroactive date: Prior to commencement of the performance of this Contract

15.3 Discovery period: Three (3) years after termination date of this Contract.

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15.4 A certified copy of this policy may be required.

16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

16.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17 BUSINESS LICENSE:

17.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing & Contracts.

17.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

18.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

19 WAIVER OF BREACH:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

19.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20 SEVERABILITY:

20.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21 ASSIGNMENT/DELEGATION:

21.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 CITY OWNERSHIP OF PROPRIETARY INFORMATION:

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

22.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

**Titled: Professional Services for the Administration of the Western Nevada
HOME Consortium Program**

22.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

23 **PUBLIC RECORDS:**

23.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24 **CONFIDENTIALITY:**

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

25 **FEDERAL FUNDING:**

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26 LOBBYING:

26.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.1 Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

27 GENERAL WARRANTY:

27.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

28 PROPER AUTHORITY:

28.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors/Regional Transportation Commission and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

29 ALTERNATIVE DISPUTE RESOLUTION:

29.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

30 GOVERNING LAW; JURISDICTION:

30.1 This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

31 ENTIRE CONTRACT AND MODIFICATION:

31.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

32 ACKNOWLEDGMENT AND EXECUTION:

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

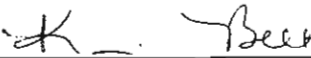
CARSON CITY

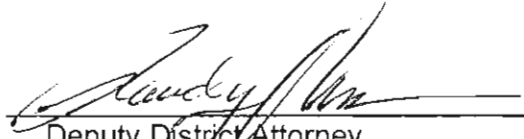
Purchasing and Contracts Department
Attn: Kim Belt
Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

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 6/28/11

DATED 6/28/11

CITY'S ORIGINATING DEPARTMENT

BY: Andrew Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, Nevada 89701
Telephone: 775-887-2355 Ext. 7367
Fax: 775-887-2164
ABurnham@carson.org

Funding Source: Western Nevada HOME Consortium Fund
Amount: \$111,000.00

By: 
Andrew Burnham

DATED 6-28-11

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

Titled: Professional Services for the Administration of the Western Nevada HOME Consortium Program

Rex J. Massey deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Rex J. Massey

TITLE: President/Owner

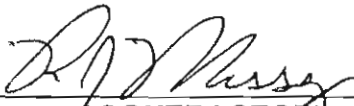
CARSON CITY BUSINESS LICENSE #: 11- _____

Address: P.O. Box 19549

City: Reno **State:** Nevada **Zip Code:** 89511

Telephone: 775-849-9701/ **FAX** 775-849-9701

E-mail Address: rexmasey@aol.com

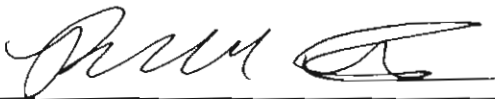


(Signature of **CONTRACTOR**)

DATED 6/28/2011

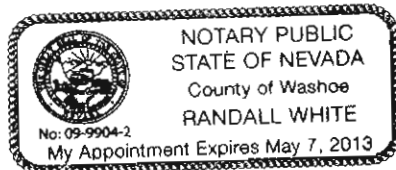
STATE OF Nevada)
County of Washoe) **ss**

Signed and sworn (or affirmed) before me on this 28th day of June, 2011,
by Rex J. Massey



(Signature of Notary)

(Notary Stamp)



CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1112-032

**Titled: Professional Services for the Administration of the Western Nevada
HOME Consortium Program**

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:

Carson City Public Works
Attn: Janice Brod
108 E. Proctor St.
Carson City NV 89701

Line Item #	Description	Unit Cost	Units Completed	Total \$\$
Total for this invoice				

Original Contract Sum	\$	_____
Less amount previously billed	\$	_____
= contract sum prior to this invoice	\$	_____
Less this invoice	\$	_____
=Dollars remaining on Contract	\$	_____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1112-032
Titled: Professional Services for the Administration of the Western Nevada
HOME Consortium Program

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 7, 2011 approved the acceptance of **CONTRACT No. 1112-032 Professional Services for the Administration of the Western Nevada HOME Consortium Program**. 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 7th day of July, 2011.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 7th day of July, 2011.

Research & Consulting Services, Inc.

Environmental • Economic • Planning / Management • Healthcare

P.O. Box 19549
Reno, NV 89511

(775) 849-9701
Phone and Fax

May 27, 2011

Ms. Janice Brod
Carson City Planning Division
108 E. Proctor Street
Carson City, NV 89701

RE: Request for Qualifications-WNHC

Dear Ms. Brod:

Research and Consulting Services, Inc. (RCS) is pleased to submit this request for qualifications for the Western Nevada HOME Consortium program administration. Since 1989, RCS has assisted numerous municipalities with planning and management assistance on a variety of projects relevant to the proposed assignment including work for several HOME Consortium members.

Over the years, RCS has demonstrated its ability to work effectively with local governments, provide long-term strategic planning and program management assistance, and has developed a broad range of experience in housing and related development activities. One of the firm's strengths is its ability to create partnerships with various levels of government, non-profit organizations, and private entities to achieve project implementation.

Over the last six years, RCS has demonstrated its ability to effectively manage required Consortium functions. Mr. Massey will oversee all proposal requirements and will be directly involved with HOME Consortium activities.

Thank you for the opportunity to submit this request for qualifications. If you have any questions, please do not hesitate to call me at (775)849-9701.

Sincerely,



Rex J. Massey

**Request for Qualifications
Western Nevada HOME Consortium**



**Submitted By
Research and Consulting Services, Inc.
May 27, 2011**

**Submitted To:
Western Nevada HOME Consortium
Carson City Lead Agency**



Experience and Technical Expertise

Company Background and History

Research and Consulting Services, Inc. – Company Background and Experience

Mr. Massey is principal and owner of Research and Consulting Services, Inc. (RCS) located in Reno, Nevada. RCS has provided planning and management services to government agencies and private industry for more than 24 years in northern Nevada and the Tahoe Basin focusing on development related projects, land use planning, housing, government affairs, project feasibility, economic and environmental impact analysis and project management. Mr. Massey has extensive experience working with stakeholder groups, government, and the Nevada congressional delegation. RCS has completed more than 300 individual consulting assignments. RCS's relevant experience includes:

Affordable Housing

The RCS team has prepared numerous housing needs studies and housing strategic plans under the US. Department of Housing and Urban Development Consolidated Planning process for the State of Nevada, Western Nevada HOME Consortium, Carson City and Washoe County HOME Consortium. For the Nevada Housing Division RCS completed a number of statewide affordable housing needs assessments over the last 20 years. RCS also has experience addressing workforce housing needs for the projects involving the U.S. Army, the mining industry, development of tourism projects in the Carson Valley and Lake Tahoe, and development of correctional facilities in three of Nevada's rural communities. RCS also completed a number of housing related projects in the Lake Tahoe Basin and understands TRPA's ordinances and policies as they relate to housing and population. Mr. Massey developed housing mitigation plans for several development projects in the Lake Tahoe Basin.

Housing Programs and Development

Since 2005, RCS has been the contract administrator for the Western Nevada HOME Consortium which is comprised of seven Western Nevada Counties and four cities. RCS is responsible for nearly all consortium operations including project/program implementation, project environmental review, and monitoring project performance. WNHC administers HUD and State of Nevada housing funds and works in conjunction with other federal, state and local agencies including organizations in Carson City.

In 2007, Mr. Massey served as project developer for the Battle Mountain Senior Housing Project, a sixteen unit project funded by the Nevada Housing Division. He was responsible for all aspects of development from land acquisition through project completion and lease-up.

Fair Housing Activities and Experience

RCS offers the following experience related to fair housing activities:

- Completed the Western Nevada HOME Consortium Fair Housing Impediments Analysis 2010. The analysis which includes Douglas County was approved by HUD in 2010.
- Developed Western Nevada HOME Consortium Fair Housing trainings working with Silver State Fair Housing Council and HUD addressing general fair housing issues and Section 504 (Disabilities) requirements.
- Responsible for Fair Housing compliance for all funded projects and programs within the Western Nevada HOME Consortium Service area including Douglas County. Tracks, monitors and resolves potential fair housing issues which arise during project inspections and program reviews.
- Prepared the State of Nevada Fair Housing Impediments Analysis, 1999

Master Plans - Housing Policies and Goals

- Churchill County Master Plan 2003 and 2009 Update
- Lander County Master Plan 1997 and 2010 Update
- Carson City Housing Element, 2006

RCS also completed housing and population elements for the White Pine, Eureka and Lincoln County master plans. In terms of housing policies, RCS created density requirements for new housing development on individual well and septic systems, and cluster zoning. Working through the provisions in local development code, RCS addressed incentives for the inclusion of affordable housing, and assisted in the development of an affordable housing bonus program at Lake Tahoe.

Other Relevant Studies and Experience

- Water and Natural Resource Planning
- Environmental Analysis and Impact Assessment
- Municipal Utility and Infrastructure Development
- Local Government Finance, and Fiscal Impacts
- Regional Economic Analysis, Labor Markets and Economic Impact Analysis.

Additionally, RCS has evaluated impacts to local housing markets from government and non-government development initiatives with emphasis on the needs of workforce and employee housing.



Housing Related Projects

- Tahoe Beach Club Housing Analysis and Mitigation, 2009-Stateline Nevada.
- Villa Resorts Workforce Housing Demand and Affordability Analysis, Gardnerville, Nevada, 2002
- Carson City Master Plan, Housing Element 2006.
- Nevada Housing Division Consolidated Plan, Annual Plan, and Comprehensive Housing Affordability Strategy 1995-2005. Annual Plan 1995 to 2010.
- Carson City 5 Year Consolidated Plan for Housing and Community Development, 2002.
- Western Nevada HOME Consortium Consolidated Plan 2005 and 2010, Program Administrator 2005 to current.
- Tahoe Verde Mobile Home Park, Housing Mitigation Requirements for Redevelopment.
- Siller Ranch Development, Affordable and Workforce Housing Requirements, Truckee California, 2006.
- Mt. Hope Project Population and Housing Impacts associated Mine Development and Operation, 2008.
- Battle Mountain Senior Housing Project, Developer 16 unit Senior Housing Project-2007.
- Churchill County Affordable Housing Needs Assessment, 2007.
- Highland Village Project Dollar Point Lake Tahoe, Placer County CA., 2002. A 78 units affordable senior housing project.
- Churchill County Master Plan (housing, population, transportation, land use, recreation, and public facilities elements). 2003, 2005 and 2009 update.

- Washoe County Consolidated Plan, Housing Needs Assessment-2005.
- Cedar Grove (Lake Tahoe) Affordable Housing Demand Analysis for a 146 unit project in Tahoe Vista, Placer County, CA.-2005.
- 1997 and 2005 State of Nevada Housing Needs Assessment.
- Expansion of Sierra Nevada College and Redevelopment of College Park Mobile Home Park, Incline Village, NV.
- Lander County Master Plan -1997 and 2010 Update.
- Affordable Housing Plan Lander County-1997.
- State of Nevada Comprehensive Housing Affordability Strategy (1991-1994)
- State of Nevada Annual Plan for Housing and Community Development (1994-2006)
- Housing Impact Assessment and Market Analysis of Correctional Facilities at Pioche, Ely and Lovelock, Nevada, 1995.
- Washoe County Housing Market Conditions Report 1987 and 1988.
- Housing Impact Assessment Realignment 5th Infantry Division Fort Hood Texas-1991. Relocation of 12,000 military personnel and dependents to Killeen, Texas.



Representative Projects

Consolidated Planning and HOME Consortium

RCS has completed three consolidated plans for the Nevada Housing Division as well as its predecessor requirement, the Comprehensive Housing Affordability Strategy. For more than 10 years, RCS has provided the Annual Plan for the Division. Additionally, RCS functions as the contract administrator of the Western Nevada HOME Consortium responsible for two consolidated plans and 5 annual plans. RCS also completed the first Consolidated Plan and Annual Plan for Carson City and assisted Washoe County with the housing needs component.

Eureka County- Mt. Hope Project

For Eureka County, RCS was responsible to review the population related impacts of the Mt. Hope Mine Project on southern Eureka County. The project will employ approximately 400 employees during the operations phase. RCS reviewed the project related population impacts on County services and facilities and prepared a fiscal impact analysis outlining the potential mine related expenditure impacts on local government finances and operations.

Churchill County Master Plan 2005 and 2009 Updates

RCS assisted Churchill County with extensive revisions to its 2003 and 2009 Master Plan updates. The County initiated planning efforts for the development of water and sewer utilities. New policies and significant land use changes were implemented to reduce the number of domestic wells and septic systems created in the Lahontan Valley and to drive new high density growth into municipal service areas. RCS assisted Churchill County with revisions to population, housing, recreation, public services and facilities, transportation, and land use elements of the Master Plan.

Churchill County Utility Development

RCS worked with the Planning Department to start-up the Churchill County Utility Operations. RCS was responsible for elements of utility start-up including overall project management, initial planning for service area, working with land owners, financing of improvements, utility rate structure, and operating ordinance development. RCS was also responsible for overall project management and financing for the County new state-of-the-art wastewater treatment plant. Financing for this project was a joint public private partnership.

Lander County Master Plan 1997 and 2010 Updates

RCS completed a comprehensive master plan for Lander County in 1997 and again in 2009. The plan covers all of Lander County and incorporates the Towns of Austin, Battle Mountain and Kingston. The plan included all statutory required elements for a Master Plan including policies and action programs.

Carson City Master Plan – Housing Element and Consolidated Plan

In 2006 Carson City completed an extensive update of their Master Plan. RCS developed the housing element. The plan contained recommendations for housing development strategy for Carson City based upon the demographic and economic conditions and the existing housing inventory. The Housing Element also projected the type of housing required in the future for a variety of income ranges. RCS prepared Carson City's first consolidated plan when they became a CDBG entitlement community.

Lander County Water Resources Plan 2001 and 2010 Update

RCS completed an extensive overview of water resources in Lander County. The Plan contains a water right inventory for each hydro-basin, the most recent water resource studies and water quality based upon well log data, groundwater flow, projected demands for each basin by type of use, and State Engineer administrative designations. The plan also discussed future growth areas and expansion of service areas around Battle Mountain, and Austin.

RCS, Inc.-Representative Clients

Eureka County, NV.
 Churchill County, NV,
 Lander County, NV.
 Mineral County, NV.
 Carson City, NV.
 Western Nevada HOME Consortium, Housing Development-Lyon County, NV
 University of Nevada-Small Business Development Center
 Nevada Department of Taxation-State Demographer
 Nevada Bureau of Health Protection Services and Division of Environmental Protection
 U.S. EPA
 The Committee for Groves Lake and Toiyabe Crest Trail-U.S. Forest Service
 Nevada Housing Division
 City of Elko, NV., and the Family Resource Center
 Winnemucca Convention and Visitor Authority
 Washoe County Regional Transportation Commission
 Washoe County HOME Consortium
 Nevada Commission on Economic Development-Rural Community Development
 Nevada Department of Transportation Contract Compliance
 Summit Environmental Solutions/Southwest Gas Corporation
 Villa Resorts, LLC. Lake Tahoe
 Resource Concepts, Inc.
 Science Applications International Corporation.
 Secure Resolutions, Inc.
 Placer County, California
 Tahoe Regional Planning Agency
 Carson City, Nevada-Redevelopment Agency and Regional Transportation Commission
 DMB Highlands Group, LLC Siller Ranch Truckee California.

South Shore Capital, LLC Lake Tahoe
Feldman Shaw LLP, Lake Tahoe
C.N. Commercial, Inc.
EDAW, Inc.



The annual budget for the services described in the request for proposal is as follows:

Year 1	\$37,000
Year 2	\$37,000
Year 3	\$37,000

The budget does not include the following items:

- Direct costs associated with WNHC sponsored training workshops.
- Required training courses offered outside the WNHC service area, travel related expenses.
- Preparation of the Consolidated Plan

Tasks:

- Operate Board Meetings-Notification, Minutes and Agendas.
- Monitor subrecipients annually in accordance with monitoring plan.
- Prepare Annual Plan and attend Public Hearings
- Prepare CAPER
- Assist with the development of the Brown Street Property
- Solicit project applications, review and present recommendations to the Board.
- Prepare and submit funding contracts
- Coordinate Consortium sponsored training and fair housing activities
- Conduct intergovernmental outreach and coordination
- Address miscellaneous issues for the consortium as directed by the lead agency.
- Oversee environmental review for funded projects.



References

Eleanor Lockwood-Planning Director Churchill County 775-423-7627
Churchill County Master Plan 2003 and 2009 Update
Churchill County Utility Development 2004 - 2009

Gene Etcheverry – Lander County Manager. 775-635-2885
Lander County Master Plan 1998, 2010 Update
Lander County Water Resources Plan 2001, 2010 Update

Josh Foli – Lyon County Comptroller, WNHC Lead Agency 775-463-6510
Western Nevada HOME Consortium, Program Administration.



Mr. REX J. MASSEY

Willamette University, B.S., Mathematics & B.S. Business Economics, 1986
University of Nevada, M.B.A., 1988

Currently Enrolled Level I Chartered Financial Analyst
Nevada Real Estate License-S 0170304

PROFESSIONAL EXPERIENCE

Research and Consulting Services, Inc. President/Owner 1989 - 2011

Mr. Massey is responsible for all business related functions including marketing and proposal development, client relations, project/program management and implementation, technical assignments, budget management, and public interaction. Mr. Massey has been directly responsible for execution and project completion of more than 300 individual consulting and project assignments for private and public sector clients including extensive experience managing project teams in a task oriented, schedule driven, and budget constrained environment. Professional experience and expertise includes:

Project Development and Planning

- More than 23 years of experience in land use, natural resource planning, and project review.
- Ten years of experience with municipal utility start-up and management of more than \$35 million of initial improvements. Responsible for engineering oversight, real estate acquisition and project financing. Extensive experience with joint private-public financing arrangements to fund project construction. Created operating policies, procedures and worked with private utilities to merge operations into municipal systems.
- More than 22 years of experience with capital improvements planning and financing infrastructure.
- Six years of experience with financing and loan underwriting of subsidized multi-family rental projects.
- Spent more than 14 years on development projects in the Lake Tahoe Basin including the expansion of Sierra Nevada College and played a key role in the approval of the Tahoe Beach Club. Past experience includes work on 7 development projects in the Tahoe Basin.
- Coordinated financing for the construction of an indoor events center, developed a senior rental housing project, and various recreational improvements throughout Nevada.

Environmental Compliance (NEPA) More than 23 years of experience managing and preparing technical analysis for a variety of projects including airspace expansion, pipelines, right of way acquisition and use, utility operations, mining and redevelopment projects on public and private lands. Mr. Massey has worked on highly sensitive and controversial projects in the Lake Tahoe Basin completing and receiving approval for several projects. Mr. Massey represented clients in a cooperating agency status and has experience with legal challenges under NEPA.

Socio-Economics and Demographic Analysis 24 years of experience with housing market studies and assessments, fiscal and economic impact studies using regional economic models, utility rate

studies, community impacts, and feasibility studies. Demographic analysis included work as the Nevada State Demographer and preparation of official state population estimates used for tax revenue distribution.

Public and Government Relations Worked extensively with government bodies, and elected officials at all levels including congressional delegation and staff representing and advocating for various clients. Mr. Massey has substantial experience with public presentations, facilitation of public meetings, and public information programs. He has operated effectively within the political arena to achieve project implementation goals and understands how to develop public support and backing for public and private initiatives.

Science Applications International Corporation

Mr. Massey provided technical contributions to environmental documents including environmental assessments and environmental impact statements pursuant to the National Environmental Policy Act (NEPA), and documents under the California Environmental Quality Act (CEQA) specializing in socioeconomics, regional economics, recreation, land use and realty. Mr. Massey also served as contractor liaison between the U.S. Army Corps of Engineers, the U.S. Army Forces Command Project Office, and command level staff at Fort Hood for a major base realignment. At SAIC he completed a number of assignments for federal government agencies including Bureau of Land Management, U.S. Air Force, and the Bureau of Reclamation.

Loreen Pitchford

Education	<p>B.F.A. Degree in Fine Arts, <i>University of Nevada, Reno</i> Emphasis in design, photography, sculpture and art history. Graduated cum laude with 3.9 G.P.A</p>	2000
	<p>Associates in Graphic Arts <i>Truckee Meadows Community College, Reno, Nevada</i> Concentration in graphic design, digital photography. G.P.A. 4.0</p>	1998
	<p>Completion of Intensive Website Training Program</p>	2002

Career History & Accomplishments

RCS, Inc

1997 -
2006

- ❖ Worked directly with Project Planner to develop the public information portion of contracts with local county governments, providing websites, public displays and quarterly newsletters distributed to the county communities.
- ❖ Researched, wrote, designed and developed 4 functioning websites.
- ❖ Played key role in preparing numerous documents to reside on the Nuclear Regulatory Commissions Licensing System Network to participate in the anticipated proceedings for Department of Energy's application to licenses the Yucca Mountain Nuclear Waste Site.
- ❖ Prepared, researched, formatted and designed numerous technical and scientific documents for public distribution.

Office Manager and Document Production Coordinated, Westec
Engineering

1992 -
1997

- ❖ Held key responsibility in this 5 branch engineering services corporation with branches across the western United States and one international. Helped facilitate company technical writing standards as well as directed the design and format for company public image in advertising, printed materials and website.
- ❖ Supervised a staff of 11, participated in management meetings and directed and organized staff workload.
- ❖ Initiated new services for document production and GIS development.

Memberships & Affiliations

- ❖ Secretary of the Nevada Museum of Art Docent Council
- ❖ Member, Wilbur May Arboretum
- ❖ Member, Sierra Art Foundation



Labor Principal	\$90.00/hr.
Associate	\$65.00/hr.
Mileage	\$.51/mile
Lodging/meals	State and Federal Per Diem Rates
Other Expenses	\$ At Cost