

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports5**

**Council to consider an agreement with MC Schaff and Associates regarding the Platte Alliance Water Supply (PAWS) project and authorize the Mayor to execute the agreement.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

## AGREEMENT

This Agreement is by and between the City of Scottsbluff, Nebraska (“Scottsbluff”), a Nebraska political subdivision, and MC Schaff and Associates, Inc. (“MCS”).

### **Recitals:**

I. In conjunction with JBF Consulting, LLC, MCS prepared and provided for Scottsbluff’s review an “Appraisal Investigation” for the Platte Alliance Water Supply (“PAWS”). The true and accurate copy of the Appraisal Investigation is attached to this Agreement and incorporated herein by reference, marked as “Exhibit 1.”

II. PAWS is a region-wide municipal water supply project. The Appraisal Investigation was a Level I service from JBF Consulting, LLC and MCS, examining present and future water quality and water supply issues and solutions for the communities in the North Platte River valley from Guernsey, Wyoming to Bridgeport, Nebraska.

III. The United States Bureau of Reclamation funded the Appraisal Investigation.

IV. The Appraisal Investigation recommended two alternative solutions to the region’s current water quality and water supply issues. Each solution contemplated a water treatment plant at the outlet of a reservoir located in Wyoming. Water exiting the water treatment plant would then be transmitted down the North Platte River valley with transmission pipelines.

V. A “Feasibility Study,” which is a Level II service for PAWS, is now needed to address the following issues with the solutions outlined in the Appraisal Investigation:

- Operational Programs and Governmental Structure of Management
- Alternatives and Options for Cost-Effective Operation and Maintenance
- Infrastructure Design and Water Treatment
- Cost Estimates
- Future Economic and Financial Viability
- Water Supply and Water Rights
- Environmental Compliance

VI. The United States Bureau of Reclamation will not fund the Feasibility Study, and has recommended state and local funding for the Feasibility Study.

VII. The Feasibility Study is anticipated by MCS to cost \$400,000. The Wyoming Water Development Commission (“WWDC”) has committed and budgeted \$200,000 for the Feasibility Study, and “Staff Recommendation” from WWDC states that the \$400,000 cost would be split equally between the State of Wyoming (through WWDC) and the State of

Nebraska (through Scottsbluff). The true and accurate copy of the Staff Recommendation is attached to this Agreement and incorporated herein by reference, marked as “Exhibit 2.”

VIII. Goshen County, Wyoming (“Goshen County”) has submitted an application to the WWDC to become the sponsor of the Feasibility Study. As the sponsor, the Level II services for the Feasibility Study will be provided to Goshen County, and the service provider will be paid for such services by Goshen County. Goshen County will be reimbursed from the \$200,000 budgeted and committed by WWDC for PAWS. Any funds committed by Scottsbluff under this Agreement would likewise be paid by Goshen County, but reimbursed to Goshen County by Scottsbluff, with MCS being the service provider. The true and accurate copy of Goshen County’s application is attached to this Agreement and incorporated herein by reference, marked as “Exhibit 3.”

IX. Considering the foregoing recitals, MCS and Scottsbluff enter into the following Agreement under the terms and conditions below:

**Agreement:**

1. Scottsbluff agrees to pay a maximum of \$200,000 to Goshen County for purposes of conducting, preparing, and creating the Feasibility Study, provided that all funds paid or reimbursed to Goshen County shall be for fees and expenses related to Level II services provided by MCS for the Feasibility Study.
2. MCS agrees to provide Level II services to Goshen County for the Feasibility Study, with a maximum budget of \$400,000 for all fees and expenses. Both parties understand the Feasibility Study will benefit the development of PAWS, which is intended to provide Scottsbluff and the surrounding region solutions to water quality and water supply issues.
3. Payment by Scottsbluff to Goshen County of all, or any portion of, the \$200,000 shall be conditional upon the following:
  - A. On or before March 15, 2016, Goshen County and WWDC entering into an agreement for funding and payment of the Feasibility Study as contemplated by Goshen County’s application to WWDC and the Staff Recommendation;
  - B. On or before March 15, 2016, Scottsbluff and Goshen County entering into an agreement for the payment by Scottsbluff of a maximum of \$200,000 for purposes of JBF Consulting, LLC and MSC conducting, preparing, and creating the Feasibility Study;
  - C. On or before March 15, 2016, JBF Consulting, LLC and MSC entering into an agreement with Goshen County as the chosen service provider for the Feasibility Study;

D. MCS preparing and providing to WWDC, Goshen County, and Scottsbluff a detailed “Scope, Schedule, and Fee Estimate” for the Feasibility Study, not exceeding a maximum budget of \$400,000 for all fees and expenses; and

E. Approval of the Scope, Schedule, and Fee Estimate by WWDC, Goshen County, and Scottsbluff.

4. MCS reserves the right, within the maximum budget of \$400,000, to utilize and contract with sub-consultants or sub-providers who possess specific technical, legal, or industry qualifications necessary for the completion of the Feasibility Study. Provided, however, MCS shall be the primary service provider and responsible party for the Level II services contemplated by the Feasibility Study.

5. Miscellaneous:

A. No waiver of any breach of any provision of this Agreement will be deemed a waiver of any other breach of this Agreement. No extension of time for performance of any act will be deemed an extension of the time for performance of any other act.

B. This Agreement may be executed in one or more counterparts, each of which may be considered as an original.

C. All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest, but no assignment or subletting shall relieve either party from the obligations of this Agreement.

D. Either party may terminate this Agreement for breach of any of its terms or provisions by the other party, provided that the terminating party provides the breaching party notice of breach and thirty (30) calendar days in which to cure such breach.

**City of Scottsbluff, Nebraska**

**MC Schaff and Associates, Inc.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk