

Item # 4-6

City of Carson City
Agenda Report

Date Submitted: October 20, 2006

Agenda Date Requested: November 2, 2006

Time Requested: Consent

To: Mayor and Supervisors

From: Parks and Recreation Department-Open Space

Subject Title: Action to appoint and authorize the Mayor, the City Clerk Recorder or designee to swear Mr. Lyn C. Norberg as the appraiser for Carson City with regard to the self-contained appraisals of the following properties on Carson City: 1) APN 10-121-42, 10-121-43 and 10-121-44, located South of the Mexican Dam and North of the terminus of Golden Eagle Lane in the vicinity of the Carson River.

Staff Summary: Appraisals are required by state law in order to determine the value of properties to be purchased. This action is for appointment of Mr. Lyn C. Norberg as the appraiser for the properties, as required by NRS. 244.275. These properties are of interest to the Open Space program and it has been designated as an area of top priority for Open Space conservation. The approximate cost of the appraisals are \$12,000.00 that will be paid from the Open Space Question 18 fund.

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 appoint and authorize the Mayor, the City Clerk Recorder or designee to swear Mr. Lyn C. Norberg as the appraiser for Carson City with regard to the self-contained appraisals of the following properties on Carson City: 1) APN 10-121-42, 10-121-43 and 10-121-44, located South of the Mexican Dam and North of the terminus of Golden Eagle Lane in the vicinity of the Carson River.

Explanation for Recommended Board Action: State law requires the appointment of an appraiser who shall be sworn to make a true appraisal of the subject property according to the best of their knowledge and ability. The appraisal is required in order to determine the value of properties in question. For clarification this action does not require compliance with the list of appraisers that the Board recently approved as part of AB 312 as codified in NRS 244.2795. This list is used only when the City wishes to sell or lease City property. The provisions of NRS. 244.275 are used in this case where the City is considering buying property.

Applicable Statute, Code, Policy, Rule or Regulation: NRS. 244.275

Fiscal Impact: Approximately \$12,000.00

Explanation of Impact: This action is required by NRS. 244.275. An appraisal is required in order to establish the fair market value of the property.

Funding Source: Open Space Professional Services 254-5047-452-0309.

Alternatives:

Not to approve and swear Mr. Lyn C. Norberg as the appraiser for the Carson City Open Space Program for this appraisal.

Supporting Material: Copy of NRS. 244.275
Estimates from Mr. Lyn C. Norberg

Prepared By: Juan F. Guzman Date: 10/23/06
Juan F. Guzman, Open Space Manager

Reviewed By: Roger Moeliendorf Date: 10/23/06
Roger Moeliendorf, Parks & Recreation Director

Linda Ritter Date: 10/23/06
Linda Ritter, City Manager

Mary-Margaret Madden Date: 10/23/06
Mary-Margaret Madden, Senior Deputy District Attorney

Tom Minton Date: 10/23/06

Tom Minton, Finance Director

Board Action Taken:

Motion: _____ 1: _____ Aye/Nay
2: _____

(Vote Recorded By)

NRS 244.275 Purchase or lease of property for use of county; appraisal.

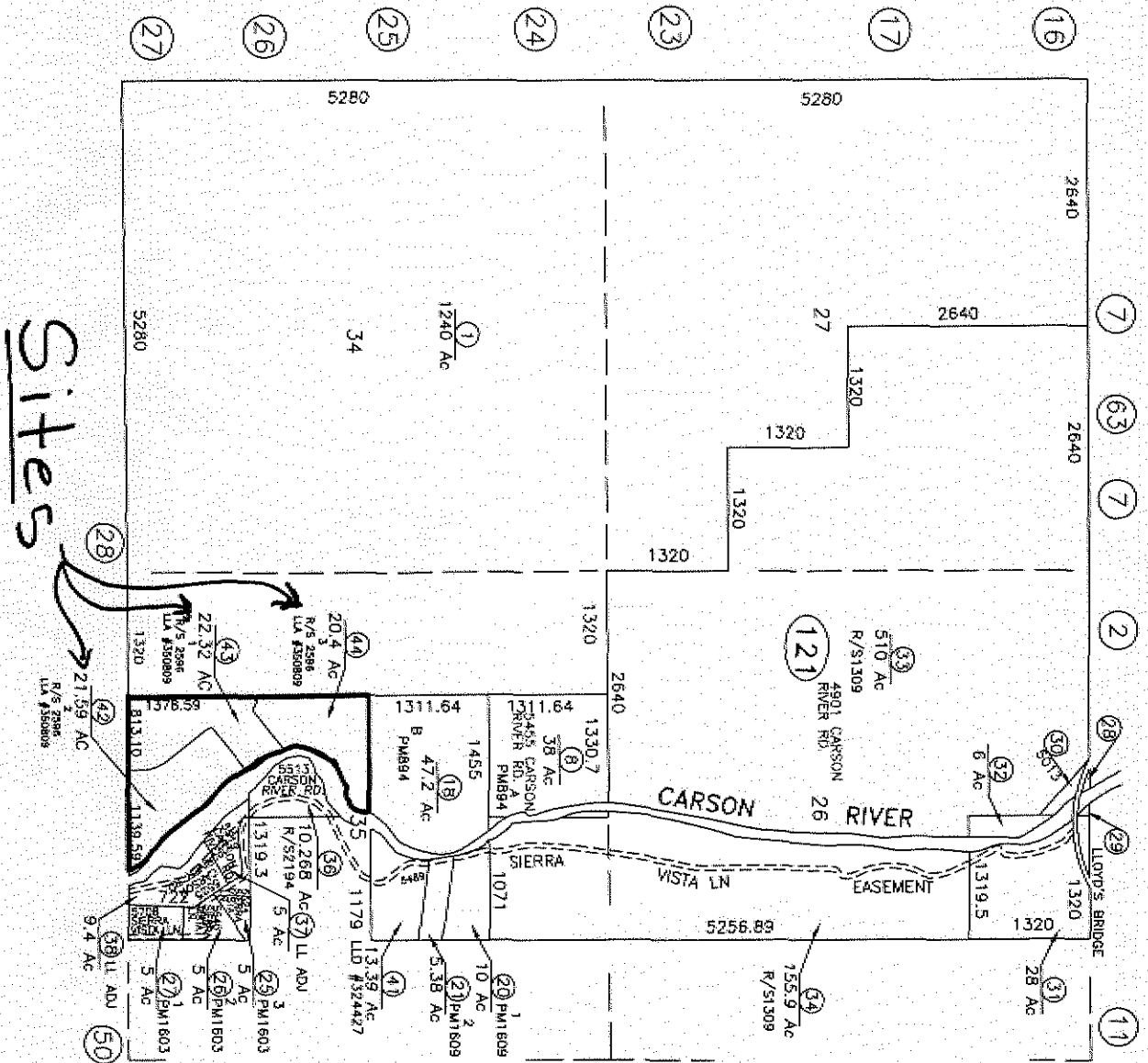
1. The boards of county commissioners shall have power and jurisdiction in their respective counties:

(a) To purchase any real or personal property necessary for the use of the county.

(b) To lease any real or personal property necessary for the use of the county.

2. No purchase of real property shall be made unless the value of the same has been previously appraised and fixed by one or more competent real estate appraisers to be appointed for that purpose by the county commissioners. The person or persons so appointed shall be sworn to make a true appraisal thereof according to the best of their knowledge and ability. Purchases of real property from other federal, state or local governments are exempt from such requirement of appraisal.

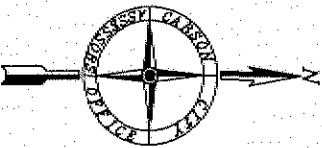
[Part 8:80:1865; A 1871, 47; 1931, 52; 1933, 203; 1953, 681]—(NRS A 1957, 662; 1960, 374; 1965, 737; 1967, 126; 1969, 676, 1393; 1975, 570)



10-12

PORTION T.15 N., R.20 E.,
M.D.B. & M.

Scale: 1" = 1200'
Revised 3/28/2006



NOTE
SOME PARCELS DELINEATED HEREIN MAY NOT
BE PRESENTED IN TRUE SIZE, SHAPE, OR LOCATION
DUE TO DISCREPANCIES BETWEEN LOT LINES.
CARSON CITY, NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES.
IT DOES NOT REPRESENT A SURVEY AND LIABILITY
DAYS DELINEATED HEREON "YOU CAN VIEW AND PRINT OUR
MAPS AT NO CHARGE FROM OUR WEBSITE AT
www.ci.carson-nv.us/assessor/

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS CONTRACT, made and entered into this ____ day of _____, 200____, 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 Lyn C. Norberg, MAI hereinafter referred to as the "INDEPENDENT CONTRACTOR."

WITNESSETH:

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

WHEREAS, it is deemed that the services of **INDEPENDENT CONTRACTOR** for **CONTRACT No.** _____ **titled** Appraisal of Mexican Dam - Three Ownerships are both necessary and in the best interests of the **CITY**; and

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

ARTICLE 1

1 REQUIRED APPROVAL:

- 1.1 This Contract shall not become effective until and unless approved by Carson City Purchasing and Contracts.

ARTICLE 2

2 CONTRACT TERM:

- 2.1 This Contract shall be effective from _____ to June 30, 2007, unless sooner terminated by either party as specified in **Article 8 Contract Termination**.

For P&C Use Only

BL expires _____
GL expires _____
PL expires _____
WC expires _____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

ARTICLE 3

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.
- 3.2 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, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

3.2.1 Notice to **INDEPENDENT CONTRACTOR** shall be addressed to:

Company Name Lyn C. Norberg, MAI
Contact Person / Title Lyn C. Norberg
Address 1761 East College Parkway, Suite 111
City Carson City State NV Zip Code 89706
Telephone # 883-6655 / Fax # 883-8594
E-mail address: _____

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

Carson City Purchasing & Contracts
Cheryl Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, NV 89701
775-887-2027 extension 1100 / FAX 887-2107
CADams@ci.carson-city.nv.us

ARTICLE 4

4 SCOPE OF WORK:

- 4.1 The parties agree that the scope of work for the **INDEPENDENT CONTRACTOR** shall be _____

See Attached

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

ARTICLE 5

5 CONSIDERATION:

- 5.1 The parties agree that **INDEPENDENT CONTRACTOR** will provide the services specified in **Article 4 Scope of Work** at a cost of \$ 12,000.00.
- 5.2 The **CITY** does not agree to reimburse **INDEPENDENT CONTRACTOR** for expenses unless otherwise specified.

ARTICLE 6

6 TIMELINESS OF BILLING SUBMISSION:

- 6.1 The parties agree that timeliness of billing is of the essence to the Contract and recognize that the **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 the **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject the **INDEPENDENT CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the **INDEPENDENT CONTRACTOR**.

ARTICLE 7

7 INSPECTION & AUDIT:

7.1 Books and Records:

- 7.1.1 **INDEPENDENT CONTRACTOR** agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the City, State of Nevada, or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all city, state, and federal regulations and statutes.

7.2 Inspection and Audit:

- 7.2.1 **INDEPENDENT CONTRACTOR** agrees that the relevant books, records

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

- 9.2 It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for **CITY**-employed attorneys and **INDEPENDENT CONTRACTOR**-employed attorneys.
- 9.3 The **CITY** may set off consideration against any unpaid obligation of the **INDEPENDENT CONTRACTOR** to the **CITY**.

ARTICLE 10

10 LIMITED LIABILITY:

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

ARTICLE 11

11 FORCE MAJEURE:

- 11.1 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.
- 11.2 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 the Contract after the intervening cause ceases.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

ARTICLE 12

12 INDEMNIFICATION:

- 12.1 To the fullest extent permitted by law, **INDEPENDENT CONTRACTOR** shall indemnify, hold harmless and defend (at **CITY'S** option) not excluding the **CITY'S** right to participate, the **CITY** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **INDEPENDENT CONTRACTOR**, its officers, employees, agents, representatives, volunteers, and any others performing work for **INDEPENDENT CONTRACTOR**.
- 12.2 To the fullest extent permitted by law, **CITY** shall indemnify, hold harmless and defend, not excluding the **INDEPENDENT CONTRACTOR'S** right to participate, the **INDEPENDENT CONTRACTOR** from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent, willful, or unlawful acts or omissions of **CITY**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CITY**.

ARTICLE 13

13 INDEPENDENT CONTRACTOR:

- 13.1 **INDEPENDENT CONTRACTOR** is associated with the **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. **INDEPENDENT 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.
- 13.2 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 the **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **INDEPENDENT CONTRACTOR** or any other party.
- 13.3 **INDEPENDENT CONTRACTOR** and **CITY** intend and agree that **INDEPENDENT CONTRACTOR**, and any of its employees, shall not be considered as an employee for all purposes including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Internal Revenue Code and any Nevada revenue and taxation laws, and that **INDEPENDENT CONTRACTOR** shall solely be responsible for and the **CITY CONTRACTOR** and its employees:

- 13.3.1 withholding of income taxes, FICA, FUTA or any other taxes or fees.
 - 13.3.2 workers compensation and employers liability coverage.
 - 13.3.3 health or other benefit plans.
 - 13.3.4 participation or contribution to any retirement plan.
 - 13.3.5 sick leave, vacation leave or any other type of leave.
 - 13.3.6 unemployment compensation coverage.
 - 13.3.7 wages or overtime compensation due its employees in rendering services pursuant to this contract.
- 13.4 **INDEPENDENT CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses, including, without limitation, reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law, arising or incurred because of, incident to, or otherwise with respect to Section 13.3.1 through 13.3.7.
- 13.5 Neither **INDEPENDENT CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the **CITY**.
- 13.6 It is specifically understood and agreed that
- 13.6.1 the **CITY** does not have the right to require control of when, where and how the **INDEPENDENT CONTRACTOR** is to work;
 - 13.6.2 the **CITY** will not be providing training to the **INDEPENDENT CONTRACTOR**;
 - 13.6.3 the **CITY** will not be furnishing the **INDEPENDENT CONTRACTOR** with worker's space, equipment, tools, supplies or travel expenses;
 - 13.6.4 none of the workers who assist the **INDEPENDENT CONTRACTOR** in performance of his/her duties are employees of

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

CONTRACTOR, after the execution of this Contract, the **INDEPENDENT CONTRACTOR** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **INDEPENDENT CONTRACTOR** by the **CITY**.

ARTICLE 15

15 PROFESSIONAL LIABILITY:

- 15.1 Unless waived in writing by the **CITY**, the **INDEPENDENT CONTRACTOR** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the **CITY**, professional liability insurance as shall protect the **INDEPENDENT CONTRACTOR**, subcontractors, agents, and employees thereof for the performance of this Contract.
- 15.1.1 Insurance shall contain limits of not less than One Million Dollars (\$1,000,000.00).
- 15.2 The City's Risk Management Department must be consulted prior to any waiver of insurance.
- 15.3 The **INDEPENDENT CONTRACTOR** agrees that Carson City Purchasing & Contracts shall be listed as a certificate holder.
- 15.4 The **INDEPENDENT CONTRACTOR** shall furnish to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, Nevada 89701, a certificate of said insurance prior to commencing work.
- 15.5 In the event the **CITY** must pay any premium(s) on behalf of the **INDEPENDENT CONTRACTOR**, after the execution of this Contract, the **INDEPENDENT CONTRACTOR** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **INDEPENDENT CONTRACTOR** by the **CITY**.

ARTICLE 16

16 INDUSTRIAL INSURANCE:

- 16.1 Unless waived in writing by the **CITY**, the **INDEPENDENT CONTRACTOR** agrees, as a condition precedent to any duty of the **CITY** to make any payment under this Contract, to furnish and maintain throughout the term of the Contract at no cost to the **CITY**, worker's compensation insurance as required by the provisions of Chapters 616A through 616D of the NRS.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

- 16.2 The City's Risk Management Department must be consulted prior to any waiver of insurance.
- 16.3 The **INDEPENDENT CONTRACTOR** agrees that Carson City Purchasing & Contracts shall be listed as a certificate holder.
- 16.4 The **INDEPENDENT CONTRACTOR** shall furnish to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701, a certificate of said insurance prior to commencing work.
- 16.5 In the event the **CITY** must pay any premium(s) on behalf of the **INDEPENDENT CONTRACTOR**, after the execution of this Contract, the **INDEPENDENT CONTRACTOR** shall reimburse the **CITY** for all such payment(s). Said payment(s) shall be deducted from any compensation due, or about to become due the **INDEPENDENT CONTRACTOR** by the **CITY**.

ARTICLE 17

17 BUSINESS LICENSE:

- 17.1 **INDEPENDENT CONTRACTOR** shall obtain a Carson City business license and provide a copy of same to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701 prior to commencing work.

ARTICLE 18

18 COMPLIANCE WITH LEGAL OBLIGATIONS:

- 18.1 **INDEPENDENT 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 **INDEPENDENT CONTRACTOR** to provide the goods or services of this Contract.
- 18.2 **INDEPENDENT CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law.
- 18.3 Real property and personal property taxes are the responsibility of **INDEPENDENT CONTRACTOR** in accordance with NRS 361.157 and 361.159.
- 18.4 **INDEPENDENT CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

18.5 The **CITY** may set-off against consideration due any delinquent government obligation.

ARTICLE 19

19 WAIVER OF BREACH:

19.1 Failure to declare a breach or the actual waiver of any particular breach of the 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.

ARTICLE 20

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.

ARTICLE 21

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 of **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **INDEPENDENT CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of the **CITY**.

ARTICLE 22

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 the Contract), or any other documents or drawings, prepared or in the course of preparation by **INDEPENDENT CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

property of the **CITY** and all such materials shall be delivered into **CITY** possession by **INDEPENDENT CONTRACTOR** upon completion, termination, or cancellation of this Contract.

- 22.2 **INDEPENDENT CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **INDEPENDENT CONTRACTOR'S** obligations under this Contract without the prior written consent of the **CITY**.
- 22.3 Notwithstanding the foregoing, the **CITY** shall have no proprietary interest in any materials licensed for use by the **CITY** that are subject to patent, trademark or copyright protection.

ARTICLE 23

23 PUBLIC RECORDS:

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

ARTICLE 24

24 CONFIDENTIALITY:

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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

ARTICLE 25

25 FEDERAL FUNDING:

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

- 25.1.1 **INDEPENDENT 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.
- 25.1.2 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.
- 25.1.3 This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- 25.1.4 **INDEPENDENT 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.
- 25.1.5 **INDEPENDENT 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 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).

ARTICLE 26

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:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

- 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.

ARTICLE 27

27 GENERAL WARRANTY:

- 27.1 **INDEPENDENT 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 set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

ARTICLE 28

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. **INDEPENDENT CONTRACTOR** acknowledges that this Contract is effective only after approval by Carson City Purchasing & Contracts and only for the period of time specified in the Contract. Any services performed by **INDEPENDENT CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **INDEPENDENT CONTRACTOR**.

ARTICLE 29

29 GOVERNING LAW; JURISDICTION:

- 29.1 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. **INDEPENDENT CONTRACTOR** consents to the jurisdiction of the courts of the State of Nevada for enforcement of this Contract.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

ARTICLE 30

30 ENTIRE CONTRACT AND MODIFICATION:

- 30.1 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.
- 30.2 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.
- 30.3 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 Carson City Purchasing & Contracts.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

ARTICLE 31

31 ACKNOWLEDGMENT AND EXECUTION:

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

I certify that funds are available and that the Independent Contractor will not be given authorization to begin work until this Contract has been signed by Purchasing & Contracts.

CARSON CITY
Finance Director
Attn: Cheryl A. Adams, Purchasing & Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 extension 1100
Fax: 775-887-2107
CAdams@ci.carson-city.nv.us

BY: Roger Moellendorf
Title: Parks and Recreation Director
Department: Parks & Recreation Department
Address: 3303 Butti Way, Building #9
Carson City, NV 89701
Telephone: 775-887-2262 Ext. 1001
Fax: 775-887-2145
E-mail address: rmoellendorf@ci.carson-city.nv.us
Funding Source: 254-5047-452-03-09

By: _____
CHERYL A. ADAMS
Purchasing & Contracts Manager



Signature

DATED this ____ day of _____, 200__.

DATED this 4 day of Oct, 2006

CITY CONTACT PERSON

NAME: Juan F. Guzman

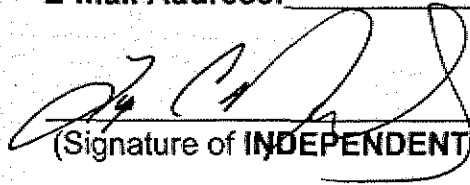
TITLE: Open Space Manager

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Undersigned says: That he/she is the **INDEPENDENT CONTRACTOR**, that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

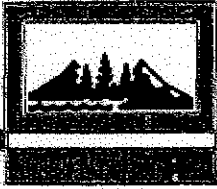
INDEPENDENT CONTRACTOR

BY: Lyn C. Norberg
TITLE: Owner
FIRM: Lyn C. Norberg, MAI
BUSINESS LICENSE #: 02952
Address: 1761 E. College Parkway, Suite 111
City: Carson City
State: Nevada **Zip Code:** 89706
Telephone: (775) 883-6655 / **Fax #:** (775) 883-8594
E-mail Address: _____



(Signature of **INDEPENDENT CONTRACTOR**)

DATED this 27 day of Sept, 2006.



Fax 887-2145

LYN C. NORBERG, MAI

APPRAISER/CONSULTANT

September 22, 2006

1761 EAST COLLEGE PARKWAY, SUITE 111

CARSON CITY, NEVADA 89706

TELEPHONE 775-883-6655

FAXCIMILE 775-883-8594

Mr. Juan Guzman, Open Space Manager
3303 Butti Way, Building #9
Carson City, NV 89701

RE: Appraisal Proposal, Carson City Assessor Parcels
APN's: 10-121-42, 10-121-43 and 10-121-44 (Mexican Dam Area)

RECEIVED

SEP 26, 2006

Dear Mr. Guzman:

CARSON CITY PARKS DEPT

In accordance with your recent request please be advised:

- That at the request of Carson City I will provide self-contained appraisal reports on the three properties referenced above. Three separate appraisal reports will be provided, one for each property. In each of the appraisals I will address the fee simple estate, inclusive of any appurtenant water rights. The purpose of the appraisals is to develop opinions of market value.
- The reports will be provided within 120 days after I receive authorization to proceed.
- My fee proposal for these appraisals assuming I am awarded the assignments simultaneously is:

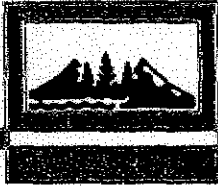
APN: 10-121-42	\$ 4,000
APN: 10-121-43	\$ 4,000
APN: 10-121-44	<u>\$ 4,000</u>
Total:	\$12,000

Thank you for the opportunity to submit this proposal.

Sincerely,

LYN C. NORBERG, MAI

LCN:de



LYN C. NORBERG, MAI

APPRAISER/CONSULTANT

1761 EAST COLLEGE PARKWAY, SUITE 111

CARSON CITY, NEVADA 89706

TELEPHONE 775-883-6655

FAXCIMILE 775-883-8594

September 27, 2006

Ms. Daria Petrenko
Carson City Parks Department
3303 Butti Way, #9
Carson City, NV 89701

RE: Appraisal Contract
Three Properties in the Vicinity of Mexican Dam

Dear Ms. Petrenko:

Enclosed you will find a signed copy of the above-referenced appraisal contract. Relative to the other items requested in Stella Hyatt's letter (attached), you are referred to our recent contract on the Anderson/Jarrad appraisals.

Sincerely,

LYN C. NORBERG, MAI

LCN:de

attachment

AFFIDAVIT FOR WORKERS' COMPENSATION

I, Lyn C. Norberg (Printed Name of Sole Proprietor), on behalf of my company, Lyn C. Norberg (Legal Name of Company), being duly sworn, depose and declare:

- 1) I am a Sole Proprietor;
- 2) I will not use the services of any employees in the performance of Contract No. 0607-047 titled "Appraisal of Mexican Dam - Three Ownerships";
- 3) I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4) I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Carson City from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.



Signature of Sole Proprietor


Signed this 12 day of October, 2006.

State of NEVADA

County of WASHOE

On this 12th day of OCTOBER, 2006, before the undersigned Notary Public, personally appeared Lyn C. Norberg (Name of Sole Proprietor), having proved on a satisfactory basis to be the person whose name is subscribed to this instrument, and acknowledge that he/she executed it.

Witness my hand and official seal.



Notary's Signature

