

Item # 7B

**City of Carson City  
Agenda Report**

**Date Submitted:** June 12, 2007

**Agenda Date Requested:** June 21, 2007

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Purchasing & Contracts

**Subject Title:** Action to determine that Contract No. 0708-027 is a sole source contract and a contract for the additions to and repair and maintenance of equipment which may be more efficiently added to and repaired and maintained by a certain person and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0708-027 a request for Communication Equipment Maintenance and Repair to be provided by Sierra Electronics through June 30, 2010 for a not to exceed cost of \$256,303.74 for Fiscal year 2007/2008, \$65,712.00 for Fiscal year 2008/2009, and \$65,712 for Fiscal year 2009/2010 exempt from competitive bidding

**Staff Summary:** This contract will provide the necessary emergency and routine repairs required to maintain the City's communications network.

**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 determine that Contract No. 0708-027 is a sole source contract and a contract for the additions to and repair and maintenance of equipment which may be more efficiently added to and repaired and maintained by a certain person and therefore not suitable for public bidding pursuant to NRS 332.115 and to approve Contract No. 0708-027 a request for Communication Equipment Maintenance and Repair to be provided by Sierra Electronics through June 30, 2010 for a not to exceed cost of \$256,303.74 for Fiscal year 2007/2008, \$65,712.00 for Fiscal year 2008/2009, and \$65,712 for Fiscal year 2009/2010 exempt from competitive bidding

**Explanation for Recommended Board Action:** Curtis Steadman, Senior Account Manager with Motorola, has provided a letter which states that Sierra Electronics is the only authorized Motorola Service Station in Northern Nevada, that they are the only company in Northern Nevada that employs technicians trained by Motorola to perform maintenance on the City's Centracom dispatch center, and that they are the agent that Motorola has assigned to Carson City.

This contract will provide maintenance for the City's radio system infrastructure and subscriber units through June 30, 2010 at a cost of \$65,712.00 per fiscal year.

Additionally, this contract will upgrade the City's communication facilities and radio networks to Motorola R56 standards by June 30, 2008 as follows:

<b><u>DESCRIPTION</u></b>	<b>Amount</b>
<b><u>Duck Hill</u></b>	
SO, FD and LG Repeater System Upgrades	\$17,726.57
Install Battery Backup	\$4,209.14
PW Installation Upgrade	\$5,252.86
<b><u>Fire Station 1</u></b>	
Fire Radio System Upgrade	\$5,868.57
Install Radio Tone Remotes	\$2,868.00
Install Additional Voter Receivers	\$25,500.00
<b><u>Fire Station 3</u></b>	
Installation Upgrade	\$5,575.43
<b><u>Court House</u></b>	
SO, FD and LG Installation Upgrade	\$4,820.00
Install FD 2 Voter Receiver	\$768.00
Install FD 3 Voter Receiver	\$2,732.29
Replace White Fire Base with a Motorola Quantar Base	\$23,880.00
Replace Local Govt. Base with a Motorola Quantar Base	\$23,880.00
<b><u>High School</u></b>	
Install Upgrade	\$1,053.71
Re-locate equipment	\$1,696.57
<b><u>Jail</u></b>	
Installation Upgrade	\$1,868.00
Expand Distributed Antenna System	\$2,295.71
Add Battery Backup	\$3,455.14
<b><u>Dispatch</u></b>	
Installation Upgrade	\$15,335.71
CEB Expansion	\$17,388.57
Upgrade Computer System	\$16,917.47
<b><u>Contingency Fund</u></b>	
Contingency Repair Fund	\$7,500.00
<b>GRAND TOTAL</b>	<b>\$190,591.74</b>

Pursuant to NRS 332.115 subsection 1 (a) and (c), staff is requesting the Board of Supervisors declare that the 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 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:
  - (a) Items which may only be contracted from a sole source;
  - (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person;
 are not subject to the requirements of this chapter for competitive bidding as determined by the governing body or its authorized representative.

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 332.115 subsection 1 (a) and (c)

**Fiscal Impact:** \$387,727.74


**Explanation of Impact:** FY 07-08 \$256,303.74, FY 08-09 \$65,712.00, and FY 09-10 \$65,712.00

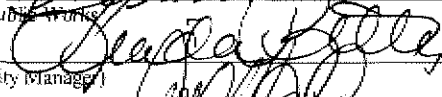
**Funding Source:** FY 07-08 Fleet Services Fund \$70,000.00, FY 07-08 Streets Fund \$20,000.00, FY 07-08 Sewer Fund \$25,000.00, FY 07-08 Water Fund \$25,000.00, and FY 07-08 Landfill Fund \$116,303.74


**Supporting Material:** Letter from Motorola and Contract for Services of Independent Contractor No. 0708-027


**Prepared By:** Cheryl Adams, Purchasing & Contracts Manager

**Reviewed By:**

  
 \_\_\_\_\_  
 (Public Works)

  
 \_\_\_\_\_  
 (City Manager)

  
 \_\_\_\_\_  
 (District Attorney)

  
 \_\_\_\_\_  
 (Finance Director)

Date: 6/12/07

Date: 6/12/07

Date: 6-17-07

Date: 6/12/07

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
 \_\_\_\_\_ 2) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Vote Recorded By)



May 3, 2007

Ms. Cheryl Adams  
Purchasing and Contracts Manager, Carson City Purchasing and Contracts  
201 North Carson Street Suite 11  
Carson City, NV 89701

RE: Motorola Service Station (MSS) and Agent

Dear Ms. Adams:

Motorola Inc., by and through its Government and Enterprise Mobility Solutions ("Motorola"), is pleased to have the opportunity to provide Carson City with quality communications equipment and services.

This letter is in regard to the inquiry as to the relationship between Motorola and Sierra Electronics in Sparks, Nevada.

Sierra Electronics is the only authorized Motorola Service Station (MSS) in Northern Nevada. They are also the only company in Northern Nevada that employs technicians trained by Motorola to perform maintenance on the Centracom dispatch center in Carson City. Sierra Electronics is the agent that Motorola has assigned to Carson City.

Any additional questions can be directed to Curtis Steadman, Account Manager, at [curtis.steadman@motorola.com](mailto:curtis.steadman@motorola.com), or at 702-558-4437.

We thank you for the opportunity to furnish the City with "best in class" solutions. Our goal is to provide you with the best products and services available in the communications industry. Sierra Electronics helps Motorola to provide the level of product distribution and service that our customers deserve and expect.

We appreciate your business!

Sincerely,  
MOTOROLA, INC.

A handwritten signature in black ink, appearing to read 'Curtis Steadman', written over a dotted line.

Curtis Steadman  
Sr. Account Manager  
PO Box 98098  
Las Vegas, NV 89193-8098  
702-558-4437

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**THIS CONTRACT**, made and entered into this 21<sup>st</sup> day of June, 2007, 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 Sierra Electronics hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the Purchasing & 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 **CONTRACTOR** for **CONTRACT No. 0708-027 Communication Equipment Maintenance and Repair** 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:

**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 1, 2007 subject to Carson City Board of Supervisors' approval (anticipated to be June 21, 2007) to June 30, 2010, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

<b>For P&amp;C Use Only</b>	
BL expires	12/31/07
GL expires	_____
PL expires	waived
WC expires	_____

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**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.

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

Sierra Electronics  
Jarry Walton, President  
PO Box 1545  
Sparks, NV 89431  
775-359-1121 / FAX #775-358-9309  
[jarryw@sierraelectronics.com](mailto:jarryw@sierraelectronics.com)

3.1.2     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](mailto:CAdams@ci.carson-city.nv.us)

**4     SCOPE OF WORK:**

4.1     The parties agree that the scope of work for the **CONTRACTOR** shall be as follows:

4.1.1     **Maintenance Contract – July 1, 2007 through June 30, 2010**

4.1.1.1     **CONTRACTOR** shall provide all parts and labor for maintaining the **CITY's** radio system infrastructure and subscriber units with the exception of batteries, physically abused equipment, and headsets in the dispatch center.

4.1.1.2     **CONTRACTOR** shall respond within two (2) hours upon notification that service is required on the **CITY's** crucial radio system infrastructure – repeaters, dispatch center, and base stations - seven days per week twenty-four hours per day.

4.1.1.3     **CONTRACTOR** shall respond within five (5) working days upon notification that

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

service is required on the CITY's non-crucial infrastructure and subscriber units.

4.1.1.4 **CONTRACTOR** shall provide weekly pick up / delivery of equipment that requires bench repair.

4.1.1.5 **CONTRACTOR** shall provide weekly pick up / delivery of equipment that must be depot repaired.

4.1.1.6 **CONTRACTOR** shall provide Initial programming of new equipment purchased from Motorola.

4.1.1.7 **CONTRACTOR** shall provide one (1) annual reprogram of radios for fire, sheriff, and local government.

4.1.1.8 **CONTRACTOR** shall provide FCC license research and assistance in working with APCO and FCC to gain or renew licenses. Any fees charged by the APCO or FCC shall be paid by CITY.

4.1.2 **Infrastructure Upgrade – July 1, 2007 through June 30, 2008**

4.1.2.1 **Duck Hill - Main Repeater Facility**

4.1.2.1.1 **Upgrade Repeater Facilities.** Upgrade the installation of the Sheriff and Fire and Local Government repeater systems on Duck Hill - \$17,726.57.

4.1.2.1.1.1 **Replace Coaxial Jumpers**

4.1.2.1.1.2 **Upgrade Ground System**

4.1.2.1.1.3 **Install Equipment and Hardware to Industry Standards**

4.1.2.1.1.4 **Install new Electrical (AC to Equipment)**

4.1.2.1.1.5 **Install Isolation Transformers**

4.1.2.1.1.6 **Add Isolator and Band-pass Filter (SO-2)**

4.1.2.1.1.7 **Verify Stand-alone repeater operations**

4.1.2.1.1.8 **Reconfigure Receiver RF System, Install Band-pass Filters**

4.1.2.1.1.9 **PM and Optimize Equipment**

4.1.2.1.2 **Install Battery Backup (SO-1, SO-2 and Fire) - \$4,209.14**

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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- 4.1.2.1.2.1 Batteries
- 4.1.2.1.2.2 Equip Rack Battery Shelves
- 4.1.2.1.2.3 Hardware and Cables
- 4.1.2.1.2.4 Installation and Optimization
- 4.1.2.2 Public Works - Duck Hill
  - 4.1.2.2.1 Upgrade the installation of the Public Works repeater on Duck Hill - \$5,252.86
    - 4.1.2.2.1.1 Sanitize and Seal Building Interior
    - 4.1.2.2.1.2 Replace Coaxial Jumpers
    - 4.1.2.2.1.3 Upgrade Ground System
    - 4.1.2.2.1.4 Install Equipment and Hardware to Industry Standards
    - 4.1.2.2.1.5 Add Harmonic filter and Isolator
    - 4.1.2.2.1.6 Replace Doors
    - 4.1.2.2.1.7 Add anti-Mouse Kit (cabinet door)
    - 4.1.2.2.1.8 PM and Optimize Equipment
  - 4.1.2.3 Fire Station 1. Upgrade the installation of equipment at Fire Station 1. Modify installation to give dispatch full control of the base stations installed at Fire Station 1. Re-configure FD-3 base and voter receiver antenna system. DC remote controls should be replaced. Install 3 additional voter receiver networks to improve handheld radio coverage.
    - 4.1.2.3.1 Installation Upgrade - \$5,868.57
      - 4.1.2.3.1.1 Replace Coaxial Jumpers
      - 4.1.2.3.1.2 Upgrade Ground System
      - 4.1.2.3.1.3 Install Lightning Protection
      - 4.1.2.3.1.4 Re-configure FD-3 and Voter Antenna Layout
      - 4.1.2.3.1.5 Install Equipment and Hardware to Industry Standards



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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- 4.1.2.3.1.6 PM and Optimize Equipment
- 4.1.2.3.2 Replace Existing Desktop Remote Controls - \$2,868.00
  - 4.1.2.3.2.1 Install four (4) Tone Remote Controls
  - 4.1.2.3.2.2 Installation and Optimization
- 4.1.2.3.3 Install three (3) New Voter Receivers Receiver - \$25,500.00
  - 4.1.2.3.3.1 Voter Receiver Installations
  - 4.1.2.3.3.2 Receiver Voter Shelf and Power Supply
  - 4.1.2.3.3.3 Receivers
  - 4.1.2.3.3.4 Expand voter comparator system (dispatch)
  - 4.1.2.3.3.5 Antenna Systems
  - 4.1.2.3.3.6 Install Equipment and Hardware to Industry Standards
  - 4.1.2.3.3.7 Installation and Optimize Equipment
  - 4.1.2.3.3.8 Note: A telephone circuit from each site to dispatcher operations will be required for each receiver installed.
  - 4.1.2.3.3.9 Note: Fire Station has generator backup.
- 4.1.2.4 Fire Station 3. Upgrade the installation at Fire Station 3. Install a system ground and add lightning protection. Replace the Uniden base station with a Motorola MTR 2000 Base station (already purchased). Install a Motorola MTR 2000 T/R relay on existing Motorola MTR 2000 base station.
  - 4.1.2.4.1 Installation Upgrade - \$5,575.43
    - 4.1.2.4.1.1 Replace Coaxial Jumpers
    - 4.1.2.4.1.2 Upgrade Ground System
    - 4.1.2.4.1.3 Install T/R Relay
    - 4.1.2.4.1.4 Replace Uniden with Motorola Base
    - 4.1.2.4.1.5 Install Equipment and Hardware to Industry Standards

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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4.1.2.4.1.6 PM and Optimize Equipment

4.1.2.4.1.7 Note: Fire Station has generator backup.

4.1.2.5 Court House

4.1.2.5.1 Installation Upgrade. Upgrade the installation at the Court House. Repair the main system UPS as necessary - \$4,820.00

4.1.2.5.1.1 Replace Coaxial Jumpers

4.1.2.5.1.2 Install Equipment and Hardware to Industry Standards

4.1.2.5.1.3 PM and Optimize Equipment

4.1.2.5.2 Add FD 2 to Voter System. A FD 2 receiver has been installed at this location. The addition of a telephone circuit to dispatch would add this site to the FD 2 network. A comparator module is installed for this site - \$768.00

4.1.2.5.2.1 Installation and Optimization

4.1.2.5.2.2 Note: Carson City would be responsible for the Telco circuit.

4.1.2.5.3 Add FD 3 to Voter System. A FD 3 receiver would need to be installed at this location. The addition of a telephone circuit to dispatch would add this site to the FD 3 network. A comparator module is installed for this site - \$2,732.29

4.1.2.5.3.1 Tait Receiver

4.1.2.5.3.2 Cables and Hardware

4.1.2.5.3.3 Installation and Optimization

4.1.2.5.3.4 Note: Carson City would be responsible for the Telco circuit.

4.1.2.5.4 Replace White Fire Base Station. The white fire base station requires replacement. A multi-channel base is recommended. The proposed cost is subject to revision based upon system requirements and options - \$23,880.00

4.1.2.5.4.1 Quantar Base Station (100w)

4.1.2.5.4.2 P25 Compliant

4.1.2.5.4.3 Cables and Hardware

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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4.1.2.5.4.4 Installation and Optimization

4.1.2.5.5 Replace Local Government Base Station. The local government (PW) base station requires replacement. A multi-channel base is recommended. The proposed cost is subject to revision based upon system requirements and options - \$23,880.00

4.1.2.5.5.1 Quantar Base Station (100w)

4.1.2.5.5.2 P25 Compliant

4.1.2.5.5.3 Cables and Hardware

4.1.2.5.5.4 Installation and Optimization

4.1.2.6 High School

4.1.2.6.1 Upgrade the installation of the Voter equipment at the High School - \$1,053.71

4.1.2.6.1.1 Add Grounding System (Electrical Grd)

4.1.2.6.1.2 Add Antenna Lightning Surge Protection

4.1.2.6.1.3 Install Equipment and Hardware to Industry Standards

4.1.2.6.1.4 PM and Optimize Equipment

4.1.2.6.2 Upgrade installation. Re-locate equipment to a service accessible location (if possible). Install equipment in a wall mount cabinet - \$1,696.57

4.1.2.6.2.1 Wall Cabinet

4.1.2.6.2.2 Hardware and Cables

4.1.2.6.2.3 Installation and Optimization

4.1.2.7 Jail

4.1.2.7.1 Upgrade the repeater installation and existing antenna network - \$1,868.00

4.1.2.7.1.1 Replace Coaxial Jumpers

4.1.2.7.1.2 Upgrade Ground System

4.1.2.7.1.3 Install Equipment and Hardware to Industry Standards

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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- 4.1.2.7.1.4 Replace Main Antenna
- 4.1.2.7.1.5 Install Antenna Power Splitter in a Cabinet
- 4.1.2.7.1.6 PM and Optimize Equipment
- 4.1.2.7.2 Expand Antenna Network. Expand the distributed antenna network to improve coverage in the jail corridor areas - \$2,295.71
  - 4.1.2.7.2.1 Distributed Antenna Expansion
  - 4.1.2.7.2.2 Power Splitter
  - 4.1.2.7.2.3 Antenna
  - 4.1.2.7.2.4 Hardware and Cables
  - 4.1.2.7.2.5 Installation and Optimization
- 4.1.2.7.3 Battery Backup. Add battery backup system - \$3,455.14
  - 4.1.2.7.3.1 Battery Charger
  - 4.1.2.7.3.2 Batteries
  - 4.1.2.7.3.3 Hardware and Cables
  - 4.1.2.7.3.4 Installation and Optimization
- 4.1.2.8 Dispatch
  - 4.1.2.8.1 Installation Upgrade, Upgrade the installation at dispatch. Add a third equipment rack and re-locate the voter comparator shelves. Expand the punch block cross connect area. Remove the existing 110 blocks. Add cable upgrade to each dispatcher position to resolve connector problem. Expand CEB for Aux I/O's for voter system - \$15,335.71
    - 4.1.2.8.1.1 Ground Bar
    - 4.1.2.8.1.2 Punch Blocks and Cables
    - 4.1.2.8.1.3 Rack Shelves
    - 4.1.2.8.1.4 Cable Upgrade

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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4.1.2.8.1.5 Install Equipment and Hardware to Industry Standards

4.1.2.8.1.6 Re-program Centracom System

4.1.2.8.1.7 Re-configure / Repair / Optimize Voter Comparator System

4.1.2.8.1.8 PM and Optimize Equipment

4.1.2.8.2 CEB Expansion and Aux I/O's. Dispatch has requested that the voter indicators and controls be available at the dispatcher consoles. This feature was installed with the single Motorola SpectraTac voter system. This feature was not installed when the voter system was expanded to 4 voter systems - \$17,388.57

4.1.2.8.2.1 Card Cage and Cables

4.1.2.8.2.2 Aux I/O Cards

4.1.2.8.2.3 Hardware and Cables

4.1.2.8.2.4 Installation and Optimization

4.1.2.8.3 Upgrade Motorola Dispatch Computer System. Replace computer network for the Motorola Centracom Elite radio control dispatch system - \$16,917.47

4.1.2.8.3.1 Six (6) Work Stations and Software

4.1.2.8.3.2 One (1) Server and Software

4.1.2.8.3.3 Seven (7) LCD Monitors

4.1.2.8.3.4 Installation and Optimization

4.1.2.9 Contingency Repair Fund. In the event it is necessary to repair equipment problems found while upgrading the communications system infrastructure, the contingency repair fund would be used. **CONTRACTOR** shall obtain written permission from the **CITY** prior to proceeding with these repairs and repairs will be billed for the time and material required for the repair of said equipment and shall not exceed - \$7,500.00

5 **CONSIDERATION:**

5.1 The parties agree that **CONTRACTOR** will provide the services specified in **Section 4 Scope of Work** for a not to exceed cost of Three Hundred Eighty Seven Thousand Seven Hundred Twenty-Seven Dollars and Seventy-Four cents (\$387,727.74) as follows:

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

5.1.1 Maintenance for the period of July 1, 2007 through June 30, 2008 – Sixty-Five Thousand Seven Hundred Twelve Dollars and no cents (\$65,712.00).

5.1.2 Maintenance for the period of July 1, 2008 through June 30, 2009 – Sixty-Five Thousand Seven Hundred Twelve Dollars and no cents (\$65,712.00).

5.1.3 Maintenance for the period of July 1, 2009 through June 30, 2010 – Sixty-Five Thousand Seven Hundred Twelve Dollars and no cents (\$65,712.00).

5.1.4 Infrastructure Upgrade for the period of July 1, 2007 through June 30, 2008 – One Hundred Ninety Thousand Five Hundred Ninety-One Dollars and Seventy-Four cents (\$190,591.74).

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

**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 **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 **CONTRACTOR**.

**7 CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

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, 2008 is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. The **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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**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 the **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 the **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 the **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

7.3.2.6 If it is found by the **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 15 calendar days of receipt 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:

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**Contract No. 0708-027**

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 the **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 the **CITY**;

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 22 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, that the party awarded fees may only present a claim for attorneys' fees at the rate of \$125 per hour. The **CITY** may set off consideration against any unpaid obligation of the **CONTRACTOR** to the **CITY**.

**9 LIMITED LIABILITY:**

9.1 The **CITY** will not waive and intends to assert available NRS 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 the Contract after the intervening cause ceases.



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**11 INDEMNIFICATION:**

11.1 To the fullest extent permitted by law, **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 **CONTRACTOR**, its officers, employees, agents, representatives, volunteers, and any others performing work for **CONTRACTOR**.

11.2 To the fullest extent permitted by law, **CITY** shall indemnify, hold harmless and defend, not excluding the **CONTRACTOR'S** right to participate, the **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**.

**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 mutual agreed that **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. **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 the **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 the **CITY**.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**13 INSURANCE REQUIREMENTS:**

13.1 Unless expressly waived in writing by the **CITY, CONTRACTOR**, as an independent contractor and not an employee of the **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. The **CITY** shall have no liability except as specifically provided in the Contract. The **CONTRACTOR** shall not commence work before:

13.1.1 **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing & Contracts, and

13.1.2 **CITY** has approved the insurance policies provided by the **CONTRACTOR**. Prior approval of the insurance policies by the **CITY** shall be a condition precedent to any payment of consideration under this Contract and the **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 the **CITY** to timely approve shall not constitute a waiver of the condition.

**13.2 Insurance Coverage:**

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

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

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

13.2.2 Any insurance or self-insurance available to the **CITY** shall be 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 the **CITY**, **CONTRACTOR** shall provide the **CITY** with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the 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 the **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

**13.3 General Requirements:**

13.3.1 **Certificate Holder:** Each liability insurance policy shall list Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701 as a certificate holder.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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13.3.2 **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 the Contract.

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

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

13.3.5 **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 the **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 the Carson City Risk Management Division.

13.3.6 **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) 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 mailed to Carson City Purchasing & Contracts, 201 N. Carson Street Suite 11, Carson City, NV 89701.

13.3.7 **Approved Insurer:** Each insurance policy shall be:

13.3.7.1 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

13.3.7.2 Currently rated by A.M. Best as "A-VII" or better.

13.3.8 **Evidence of Insurance:** Prior to the start of any Work, **CONTRACTOR** must provide the following documents to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701:

13.3.8.1 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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13.3.8.2 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 the CITY as an additional insured per Section 13.3.2.

13.3.8.3 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.

13.3.9 **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 the 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 the CITY or others, and shall be in addition to and not in lieu of any other remedy available to the CITY under this Contract or otherwise. The 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 Four Million Dollars (\$4,000,000.00) - General Aggregate

14.1.2 Four Million Dollars (\$4,000,000.00) - Products & Completed Operations Aggregate

14.1.3 Two Million Dollars (\$2,000,000.00) - 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:** waived by City

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

15.2 Retroactive date: Prior to commencement of the performance of the contract

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

15.4 A certified copy of this policy may be required.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**16 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1 **CONTRACTOR** shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

16.2 Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

16.3 **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 NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

**17 BUSINESS LICENSE:**

17.1 **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.

**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 taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS 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. The **CITY** may set-off against consideration due any delinquent government obligation.

**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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**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 the 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 the 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 the 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 the CITY. 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.

**23 PUBLIC RECORDS:**

23.1 Pursuant to NRS 239.010, information or documents received from CONTRACTOR may be open to public inspection and copying. The 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 NRS 332.061, provided that CONTRACTOR thereby agrees to indemnify and defend the CITY for honoring such a designation. 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
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**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 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.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**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 and only for the period of time specified in the 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    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. **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.

**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. 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.



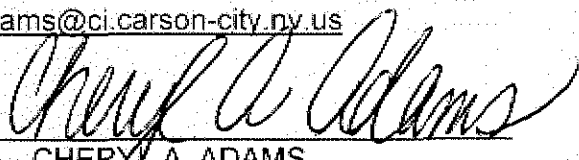
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**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.

**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](mailto:CAdams@ci.carson-city.nv.us)

By:   
CHERYL A. ADAMS  
Purchasing & Contracts Manager

DATED this 12<sup>th</sup> day of June, 2007.

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

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

By:   
Deputy District Attorney

DATED this 12 day of June, 2007.

**CITY'S ORIGINATING DEPARTMENT**

BY: Andy Burnham, Director  
Public Works  
3505 Butti Way  
Carson City, NV 89701  
Telephone: 775-887-2355  
Fax: 775-887-2112  
[ABurnham@ci.carson-city.nv.us](mailto:ABurnham@ci.carson-city.nv.us)

  
DATED this 12 day of June, 2007.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

Jarry Walton being first duly sworn, deposes and says: That he is the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

**CONTRACTOR**  
**BY:** Jarry Walton  
**TITLE:** President  
**FIRM:** Sierra Electronics  
**BUSINESS LICENSE #:** 07-00015223  
**Address:** PO Box 1545  
**City:** Sparks **State:** NV **Zip Code:** 89431  
**Telephone:** 775-359-1121/ **Fax #:** 775-358-9309  
**E-mail Address:** jarryw@sierraelectronics.com

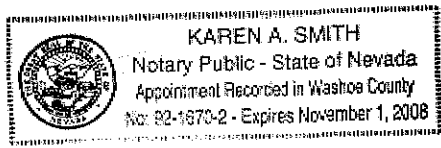
Jarry Walton  
(Signature of **CONTRACTOR**)

DATED this 5 day of June, 2007.

STATE OF Nevada )  
County of Washoe ) ss

On this 5<sup>th</sup> day of June, in the year 2007, before me, KAREN A. SMITH / Notary Public, personally appeared Jarry Walton, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Karen A Smith  
Notary's Signature

L.S.

My Commission Expires: 11-1-08

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0708-027**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 21, 2007 approved the acceptance of **CONTRACT No. 0708-027**. 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**

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**MARV TEIXEIRA, MAYOR**

DATED this 21st day of June, 2007.

**ATTEST:**

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**ALAN GLOVER, CLERK-RECORDER**

DATED this 21st day of June, 2007.