

Assessor's Parcel Number:  N/A

Date:  OCTOBER 9, 2014

Recording Requested By:

Name:  EILEEN CHURCH, PUBLIC WORKS   
 (JE)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$  N/A



00000883201408506020120124

KAREN ELLISON, RECORDER

CONTRACT #2014.204

(Title of Document)

**CONTRACT FOR SERVICES BY AN INDEPENDENT CONTRACTOR**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**ANN DELAHAY**

TED THIRAN  
CLERK  
DEPUTY

2014 OCT -9 AM 8:38

NO. 2013-202

FILED

This Contract for Services by an Independent Contractor (the "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, through the Board of County Commissioners (the "County"), and Ann Delahay ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

**WHEREAS**, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

**1. TERM AND EFFECTIVE DATE OF CONTRACT.** The Contract will become effective on the date it is approved and signed by representatives of both Parties. Time is of essence for performance of the professional services described herein and all tasks must be completed by Friday, November 21, 2014.

**2. INDEPENDENT CONTRACTOR STATUS.** The Parties agree Contractor will have the status of an independent contractor and that the Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the Parties, including the express understanding that Contractor is not an employee of the County and that:

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;

- (4) Participation or contributions by either the Contractor or the County to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees that, prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees that, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that Contractor has made the following written request to Contractor's insurer:

Ann Delahay has entered into a contract with Douglas County to perform work through Friday, November 21, 2014 and requests that an authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) Notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County  
Public Works Department  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain all required workers' compensation coverage throughout the entire term of the Contract. If Contractor does not maintain the required coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in, or nonpayment of, insurance coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County.

**4. SERVICES TO BE PERFORMED.** The Parties agree that the Contractor will perform the following services:

- A. Appraisal of requested area of Parcel 1320-32-501-003 located at 1581 US Highway 395, Minden, Nevada. Exhibit A includes the detailed Appraisal Scope and fee.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 on a total fee not to exceed two Thousand Dollars (\$2,000) (the "Contract Price"). Unless Contractor has received a written exemption from the County, Contractor shall submit monthly requests for payment for services performed under this Contract. Requests for payment shall be submitted no later than fifteen (15) days after the end of a month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire contract, and a comparison of cumulative total expenditures to the maximum expected fee for the services and tasks set forth in Paragraph 4.

**6. TERMINATION OF CONTRACT.** Either Party may terminate the Contract if either Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach.

**7. NONAPPROPRIATION.** All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

**8. CONSTRUCTION OF CONTRACT.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

**9. COMPLIANCE WITH APPLICABLE LAWS.** Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

**10. ASSIGNMENT.** Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

**11. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to the Contract will be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

**12. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under the Contract (the "Materials") will be the exclusive property of the County and all such materials will be remitted and delivered, at Contractor's expense, to the County by Contractor upon the completion, termination or cancellation of the contract. Alternatively, if the County provides its written approval to Contractor, the Materials must be retained by Contractor for a minimum of six years after Contractor's receipt of the final payment from County and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the Materials, then Contractor will promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested the remittance and delivery by Contractor of the Materials, Contractor will not use, willingly allow or cause to have such Materials used for any purpose other than the performance of Contractor's obligations under the terms of the Contract without the prior written consent of the County.

**13. PUBLIC RECORDS LAW.** Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

**14. INDEMNIFICATION.** Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

**15. MODIFICATION OF CONTRACT.** The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

**16. AUTHORITY.** The Parties represent and warrant that they have the authority to enter into this agreement.

**17. STANDARD OF CARE.** Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

**18. WAIVER OF LIEN.** Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

**19. THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

**20. NOTICES.** All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

**To County:** Douglas County  
Attn: Public Works Director  
1120 Airport Road, F2  
Post Office Box 218  
Minden, Nevada 89423  
Telephone: (775) 782-6227

**To Contractor:** Ann Delahay, Appraiser  
2898 Rio Vista Court  
Minden, NV 89423  
Telephone: (775) 267-9675

**21. CONFLICT OF INTEREST.** By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment, from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Ann Delahay, Appraiser

By: Ann Delahay 10/1/14  
Ann Delahay / Owner (Date)

Ann Delahay / Owner  
Print Name/Title

Douglas County

By: Carl Ruschmeyer 10/3/14  
Carl Ruschmeyer, P.E. - Public Works Director (Date)

**EXHIBIT A**

*ANN DELAHAY, APPRAISER*

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2898 Rio Vista Court • Minden, Nevada 89423  
Phone: (775) 267-9675 Cell: (775) 721-5226

September 4, 2014

Mr. John Erb  
Douglas County  
1594 Esmeralda  
Minden, NV 89423

Re: Appraisal of a 205-SF parcel of land out of Parcel 1320-32-501-003, located at 1581 Highway 395, Minden, Douglas County, Nevada

Dear Mr. Erb:

Pursuant to your request, I will engage to perform an appraisal of the property referenced above for the purpose of deriving a current market value for the intended use of setting an appropriate acquisition price in order to widen a public road. The client and intended user is Douglas County, represented by Mr. John Erb. The purpose of the appraisal is to estimate the contributory value of the subject parcel to the larger parcel of which it is currently a part, and to estimate any possible damages to the larger parcel resulting from the loss of the subject parcel. The value date will be the date of inspection, unless otherwise directed in writing by the client.

I will perform a complete appraisal of the above-referenced property. This will include valuations of the larger parcel in the "before" condition (prior to the acquisition) and in the "after" condition (after the acquisition by Douglas County, as well as an estimate of any damages to the remainder parcel due to the acquisition.

I will complete the appraisal by approximately September 30, 2014. The fee for the appraisal will be \$2,000, due in full upon delivery of the appraisal report by electronic mail, unless otherwise stipulated by the client.

Additionally, the Appraiser and the Client agree that the Appraiser's services under this agreement and appraisal reports and any use of the report are and will be subject to the statements, limiting conditions and other terms set forth in the appraisal report. The Appraiser's standard appraisal statements and limiting conditions and assumptions are attached as an exhibit to this letter. The Appraiser may determine additional conditions and terms affecting the appraisal during the performance of the assignment, which may be identified in the report.

In the event that the Appraiser is required by subpoena or other legal process to provide testimony or produce documents relating to Appraiser's services under this Agreement, whether in court, deposition, arbitration or in any other proceeding, and regardless of the identity of the party requiring such testimony or production of documents, the Client agrees to compensate the Appraiser for the time incurred by the Appraiser in connection with the preparation for and provision of such testimony and/or documents at the Appraiser's hourly rate of \$100 for preparation and \$200 for court testimony or deposition and to reimburse Appraiser's reasonable actual expenses.

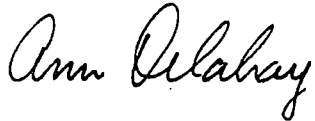
In order to complete the appraisal, I will need a copy of the most current survey map and legal description depicting the subject property. I will also need to discuss with you or another knowledgeable party access issues which may result from the County's acquisition of the subject property.



As we have discussed, I am an employee of the Nevada Department of Transportation. My acceptance of this assignment is based on the assurance that this acquisition does not involve NDOT and that there is no conflict of interest in the performance of the appraisal. I am available to discuss the appraisal assignment on Mondays, and will be glad to arrange a meeting with you on a Monday or to pick up necessary documents from your office.

Please acknowledge your agreement with the terms of this engagement by signing below and returning a copy of this letter to me, along with any site plans, surveys, or other pertinent information available regarding the property to be appraised.

Respectfully,



Ann Delahay  
Certified General Appraiser  
Nevada License #A.0002515-CG

Agreed to this \_\_\_\_\_ day of September, 2014

\_\_\_\_\_

*COOPER*

## STATEMENT OF LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal report and the valuation reported herein are made subject to the following assumptions and limiting conditions.

1. I assume that the title is good and marketable and, therefore, will not render any opinions about the title.
2. No survey has been made for the purpose of this report. All maps and sketches in the report are made for illustrative purposes and are submitted to assist the reader in visualizing the property. Although I have attempted to be as accurate as possible, maps and sketches are not guaranteed to be exact.
3. Data for this report was provided by the client and by informed local and governmental sources and checked where possible by secondary sources and is believed to be reliable; however, the accuracy of this information is not guaranteed.
4. This appraisal is to be considered in its entirety. The allocation of value between land and improvements, if any, is based upon the highest and best use of the land as herein stated, and cannot be applied to any other use.
5. Neither all, nor any part of the contents of this report or copy thereof shall be used for any purpose by any but the client without the previous written consent of the appraiser and/or client. The appraiser's written consent and approval must also be obtained before the appraisal or any part of the appraisal (including conclusions about the property value, the identity of the appraiser or a firm with which the appraiser is connected) may be conveyed by anyone to the public through advertising, public relations, news, sales, or other media. I will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
6. It is assumed that the property will be under responsible ownership and competent management and that reasonable maintenance will prevail.
7. I assume that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. I assume no responsibility for such conditions or for engineering which might be required to discover such factors. The existence of hazardous material which may or may not be present on the property was not observed by me, and I have no knowledge of the existence of such materials on the property, unless noted. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
8. I am not required to give testimony or appear in court as a result of having made this appraisal, unless specific arrangements to do so have been made beforehand.
9. The value assumes all governmental approvals and completion per plans and specifications submitted of the off-site and building improvements, if applicable. If the appraisal is made subject to completion, repairs, or alterations, it is assumed that such completion, repairs, or alterations will be performed in a workmanlike manner.
10. The opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will actually sell for such amounts.
11. The subject building may or may not appear to be equipped to service handicapped clients; however, I make no representations as to whether they are in compliance with ADA regulations. ADA regulations are complex and the appraiser is not qualified to determine whether or not the subject is in compliance. The client is urged to refer to proper authorities, if desired.

**AFFIDAVIT OF INDEPENDENT CONTRACTOR**

STATE OF Nevada )  
COUNTY OF Douglas ) ss:

I, Ann Delahay, being first duly sworn, deposes and states under penalty of perjury:

1. I operate a business as a sole proprietor and have not employed any person in my business within the last 12 months and do not reasonably anticipate that I will employ any person within the next three months.

2. I acknowledge that I am not an employee of Douglas County and that there shall be no:

- (1) Withholding of income taxes by the Douglas County;
- (2) Industrial insurance coverage provided by the Douglas County;
- (3) Participation in group insurance plans which may be available to employees of the Douglas County;
- (4) The services I provide to Douglas County will not qualify me to receive any benefits through the State of Nevada's Public Employee's Retirement System;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by Douglas County.

3. In accordance with the provisions of NRS 616B.659, I hereby affirm that I have not elected to be included within the terms, conditions and provisions of Chapter 616A to 616D, inclusive, of the Nevada Revised Statutes.

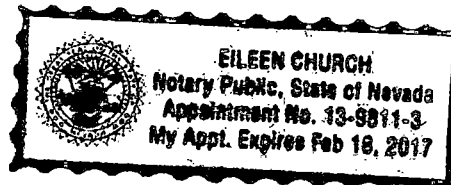
4. I affirm that I am in full compliance with all of the terms, conditions, and provisions of Nevada law and I am not required to provide industrial insurance to any person.

DATED this 1<sup>st</sup> day of October, 2014.

By: Ann Delahay  
Ann Delahay

SUBSCRIBED and SWORN to before me,  
a Notary Public, on this 1<sup>st</sup> day of  
October, 2014, in and for  
the County of Douglas, State of Nevada.

By: Eileen Church  
NOTARY PUBLIC



COPY

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk/Treasurer's Office on this

9th day of Dec, 2024

By [Signature] Deputy