

Recorder's Office Cover Sheet

Recording Requested By:

Name: Jeremy Hutchings

Department: Community Development

Item ID/Agreement #: DC-579-2022

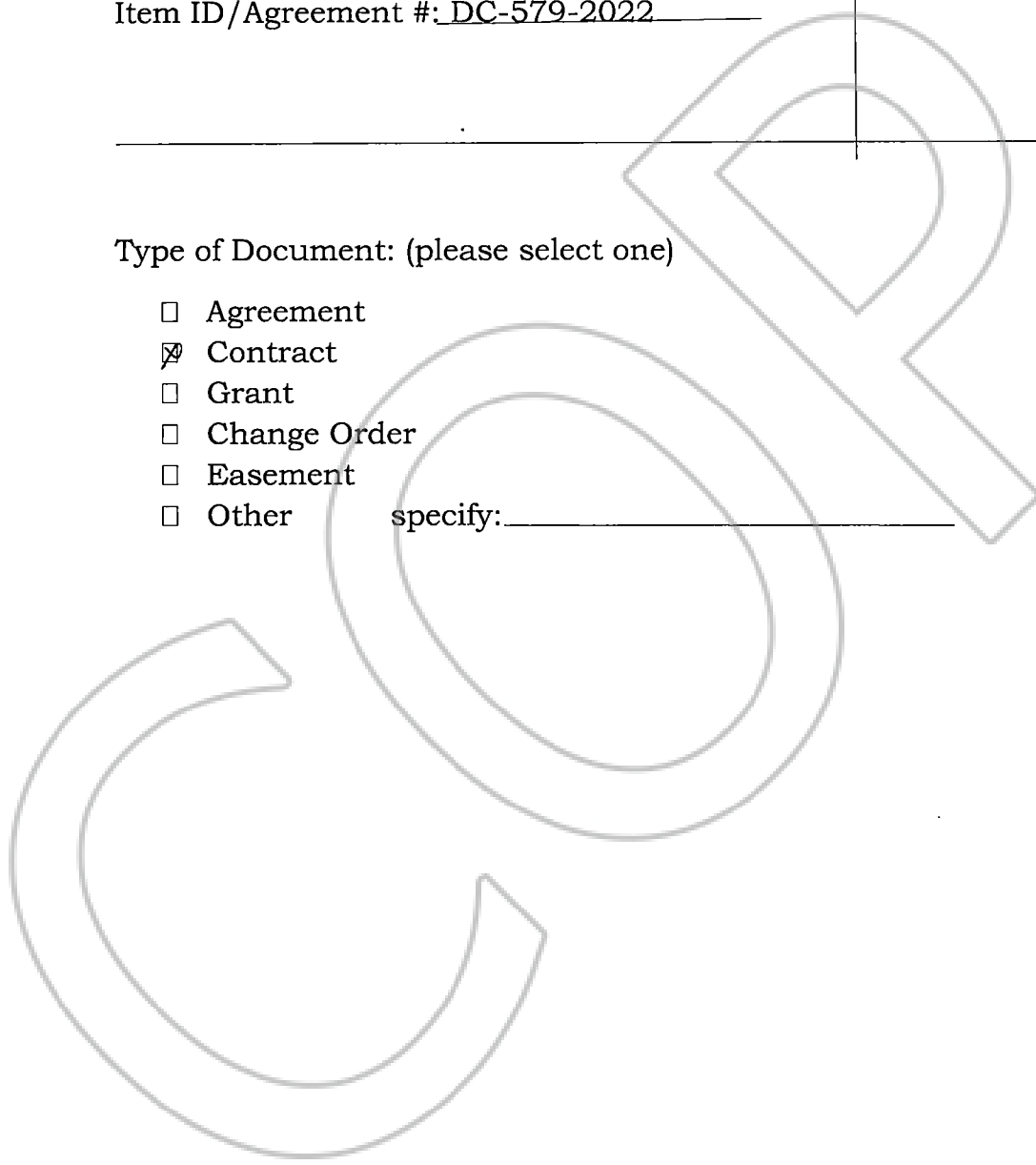


SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: \_\_\_\_\_



3/8/2024  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

CONTRACT FOR PROFESSIONAL SERVICES BY MP DEPUTY

**Appraisal for Multimodal Trail Easement**

A CONTRACT BETWEEN

**DOUGLAS COUNTY, NEVADA**

AND

**WESTERN VALUATION SOLUTIONS**

THIS CONTRACT FOR PROFESSIONAL SERVICES (THE "CONTRACT") IS ENTERED INTO BY AND BETWEEN DOUGLAS COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA ("COUNTY"), AND WESTERN VALUATION SOLUTIONS ("CONTRACTOR"). THE COUNTY AND CONTRACTOR ARE AT TIMES COLLECTIVELY REFERRED TO HEREINAFTER AS THE "PARTIES" OR INDIVIDUALLY AS THE "PARTY."

**WHEREAS**, the County, from time to time, requires the services of independent contractors;

**WHEREAS**, the County believes that the services of Contractor are necessary, desirable, and in the best interests of Douglas County; and

**WHEREAS**, Contractor represents that Contractor is duly qualified, equipped, competent, ready, willing and able to perform the services required by County as hereinafter described.

**WHEREAS**, Contractor represents that Contractor possess all required licenses and permits to perform the services required by County;

**NOW, THEREFORE**, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** Upon execution by all parties, this Contract shall be effective March 5, 2024, and will terminate on June 30, 2024, unless the Contract is terminated earlier in accordance with Paragraph 7.

**2. SERVICES TO BE PERFORMED.** The Parties agree that the services to be performed by Contractor are as follows:

- a. Appraisal of easement for a multimodal trail across APN: 1220-04-002-012 as more particularly described in the attached Exhibit 1.
- b. Services will be completed within five (5) weeks of Contractor's receipt of executed agreement.

**3. PAYMENT FOR SERVICES.** Contractor agrees to provide the services described set out in Section 2 above on a lump basis for Five Thousand Five Hundred dollars and Zero cents (\$5,500.00). County will pay invoices it receives within a reasonable time.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to

perform the services described by this Agreement.

**4. INDEPENDENT CONTRACTOR STATUS.** The Parties agree that Contractor, his associates and employees shall have the status of an independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- a. Withholding of income taxes by the County;
- b. Industrial insurance coverage provided by the County;
- c. Participation in group insurance plans which may be available to employees of the County;
- d. Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- e. Accumulation of vacation leave or sick leave;
- f. Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.
- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

**5. INSURANCE REQUIREMENTS.**

- a. **INDUSTRIAL INSURANCE.** Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

Western Valuation Services has entered into a contract with Douglas County to perform work from March 5, 2024, to June 30, 2024, and requests that the 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 Manager  
Post Office Box 218  
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that 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. 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 a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of 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 County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
  2. Is otherwise in compliance with those terms, conditions and provisions
- b. **GENERAL LIABILITY INSURANCE.** Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance in the minimum amount of \$1,000,000 during the term of this Contract at Contractor's sole expense. Proof of insurance must be sent to the Douglas County Manager. Such proof of insurance must be provided at least annually throughout the term of this Contract and Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.
- c. **AUTOMOBILE INSURANCE.** Contractor shall provide proof of commercial Automobile Liability. Insurance shall be written on a per accident/occurrence basis with a single limit of liability of at least \$1,000,000 for bodily injury and property damage. Said policy shall include coverage for any auto, owned, non-owned, leased and hired cars.
- d. **PROFESSIONAL LIABILITY / ERRORS AND OMISSION INSURANCE.** Contractor shall provide proof of Professional Liability insurance in the amount of at least one million dollars (\$1,000,000) that covers errors and omissions by the Contractor for the professional services offered.
6. **LICENSING.** Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate

termination of this Contract.

7. **TERMINATION OF CONTRACT.** This Contract may be revoked without cause by either Party prior to the date set forth in Paragraph 1, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. The Contractor shall submit billings for work performed up to the effective date of termination.

8. **CONSTRUCTION OF CONTRACT.** This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Contract shall be resolved by binding arbitration, with an arbiter jointly selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.

9. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall 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 this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. **ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this 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 this contract shall be subject to inspection, examination and audit by the County.

12. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, or other materials prepared by or supplied to Contractor in the performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion of the project, or termination or cancellation of this Contract.

13. **PUBLIC RECORDS LAW.** Contractor expressly 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 or a court of competent jurisdiction, shall 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.

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

15. **MODIFICATION OF CONTRACT.** This Contract constitutes the entire agreement between the Parties and may only be modified by a written amendment signed by the Parties.

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

17. **INCORPORATED DOCUMENTS.** The Parties agree that this Contract references or incorporates no other documents or exhibits.

18. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability

of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

**19. NO APPROPRIATION OF FUNDS.** All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

**20. NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given three business days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

**FOR DOUGLAS COUNTY:**

Community Development  
Attn: Jeremy J. Hutchings, PE  
P.O. Box 218  
Minden, Nevada 89423  
Ph: (775) 782-9063  
Email: [jhutchings@douglasnv.us](mailto:jhutchings@douglasnv.us)

**FOR CONTRACTOR:**

Wester Valuation Solutions  
Attn: Jared Calabrese, MAI, CCIM, AI-GRS  
5716 Folsom Boulevard, Suite 148  
Sacramento, CA 95819  
Ph: (916) 267-4450  
Email: [Jared@westernval.com](mailto:Jared@westernval.com)

**IN WITNESS WHEREOF**, the parties hereto have caused this contract for professional services to be signed and intend to be legally bound thereby.

**Douglas County**



Tom Dallaire, PE  
Community Development Director

March 7, 2024

Date

**Western Valuation Solutions**



Jared Calabrese, MAI, CCIM, AI-GRS  
Principal

March 5, 2024

Date

# Exhibit 1

**From:** [Jared Calabrese](#)  
**To:** [Hutchings, Jeremy](#)  
**Subject:** Re: New Contact Info  
**Date:** Tuesday, February 27, 2024 10:13:40 AM  
**Attachments:** [image001.png](#)  
[image007.png](#)  
[Outlook-mvty5ax2.png](#)

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Good morning Jeremy,

I can provide an appraisal of the referenced property for a fee of \$5,500 within 4 to 5 weeks of engagement. The scope of services will include the following:

- Provide a Notice of Decision to Appraise (NODA) to the property owner
- Onsite physical inspection of the subject property with the owner
- Visual inspection of the comparable market data
- Study of community and neighborhood in which the subject is located
- Collection of data from appropriate governmental agencies
- Verification of market data with sources knowledgeable of the transactions
- Analysis of appropriate data in the before and after condition to arrive at an opinion of value
- Preparation of final report presenting the fair market value of the proposed acquisition to be used for the basis of an offer of compensation

Please let me know if you have any questions. If you would like to move forward with the assignment I will prepare an engagement letter.

Sincerely,  
Jared

Jared Calabrese, MAI, CCIM, AI-GRS  
Principal



5716 Folsom Boulevard, Suite 148  
Sacramento, CA 95819  
(916)267-4450  
[Jared@westernval.com](mailto:Jared@westernval.com)

**From:** Hutchings, Jeremy <jhutchings@douglasnv.us>  
**Sent:** Tuesday, February 27, 2024 9:19 AM  
**To:** Jared Calabrese <Jared@westernval.com>  
**Subject:** RE: New Contact Info

Hi Jared,

You did a few appraisals for me on Centerville Lane for a multimodal trail easement. I need a scope of services, price and timeframe for another one similar to the last few you did. As a reminder I attached the appraisal on the Fricke Ranch. The next one I need is for APN: 1220-04-002-012.

The deal would be a 30-ft wide easement offset of the Centerline Road right of way. Please let me know if you have any questions.



Jeremy J. Hutchings, P.E.  
County Engineer  
DOUGLAS COUNTY COMMUNITY DEVELOPMENT  
ENGINEERING DEPARTMENT  
1594 Esmeralda Avenue  
Minden, NV 89423  
775.782.9003  
[jhutchings@douglasnv.us](mailto:jhutchings@douglasnv.us)  
[www.douglascountynv.gov](http://www.douglascountynv.gov)





**From:** Jared Calabrese <Jared@westernval.com>  
**Sent:** Monday, January 8, 2024 11:59 AM  
**To:** Hutchings, Jeremy <jhutchings@douglasnv.us>  
**Subject:** New Contact Info

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Otherwise - Do not click links or open attachments unless you recognize the sender and know the content is safe.  
You should almost NEVER be prompted to enter your login credentials as a result of opening or clicking anything.

Happy New Year Jeremy,

I just left you a voicemail but wanted to follow up with an email letting you know I have left BRI and started my own appraisal firm. Below is my new contact info. I would love to be able to help you out in the future- please let me know if there is anything I need to do to be placed on your approved appraiser list.

Sincerely,  
Jared

Jared Calabrese, MAI, CCIM, AI-GRS  
Principal



5716 Folsom Boulevard, Suite 148  
Sacramento, CA 95819  
(916)267-4450  
[Jared@westernval.com](mailto:Jared@westernval.com)

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

8th day of March, 20 24

By *A. M. [Signature]* Deputy