

DOC # 0732057  
10/28/2008 09:12 AM Deputy: GB

OFFICIAL RECORD  
Requested By:  
DOUGLAS COUNTY/DISTRICT  
ATTORNEY

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 12 Fee: 0.00  
BK-1008 PG- 4311 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: OCTOBER 24, 2008

Recording Requested By:

Name: JOE WARD, DISTRICT ATTORNEY'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

CONTRACT #2008.241

(Title of Document)

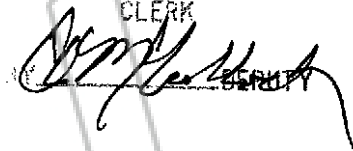
FILED

NO. 2008.241

2008 OCT 24 AM 9: 54

Recording Requested by:  
Douglas County District Attorney  
Post Office Box 218  
Minden, Nevada 89423  
APN: Not applicable

TED THRAM  
CLERK



AMENDMENT TO CONTRACT #2006.141 ENTITLED "CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR"

THIS AMENDMENT TO CONTRACT #2006.141 (hereinafter "Contract") is made this 16th day of October, 2008, by and between DOUGLAS COUNTY ("County") and Capitol Reporters ("Contractor") and is made with reference to the following facts:

On July 20, 2006, the Douglas County Board of Commissioners ("Board") approved Contract #2006.141, which was recorded with the Douglas County Recorder on July 26, 2006, Doc. # 0680550, BK-0706, PG-8974. This Contract, entitled "CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR," is between Douglas County and Capitol Reporters. The initial term of the Contract was from August, 2006 to August, 2008. This amendment will extend the term retroactively to run from August, 2008 to August, 2010. The rest of the Contract shall remain in full force and effect. The County and the Contractor wish to so amend the Contract, effective retroactively to August of 2008 and to continue through the end of August in 2010, upon recordation hereof in the Office of the Recorder of Douglas County, Nevada.





By: L. Swanson  
Clerk to the Board

**APPROVED AS TO FORM:**

Douglas County District Attorney

By: Joseph L. Ward, Jr.  
Joseph L. Ward, Jr., Chief Civil Deputy District Attorney

COPY

# DOUGLAS COUNTY BOARD OF COMMISSIONERS

## ACTION SHEET

1. **TITLE:** Discussion and possible action to contract with Capitol Reporters for court reporting services in the District Courts.

2. **RECOMMENDED MOTION:**

Funds Available Yes

Account # 101 321  
101 322

3. **DEPARTMENT:** Ninth Judicial District Court

PREPARED BY: District Attorney Telephone: 782-9803

4. **MEETING DATE:** July 20, 2006

TIME REQUIRED: 5 minutes

5. **AGENDA:** Consent  Administrative  Appeals  Public Hearing

6. **BACKGROUND INFORMATION:** The staff court reporter is retiring, and the District Courts would like to contract with a court reporting service to provide the necessary services for both courts.

7. **COMMITTEE OR OTHER AGENCY REVIEW:** Not Required

Reviewed by: Not applicable.

Date(s): None

8. **REVIEWED BY:**

DEPARTMENT \_\_\_\_\_

DEPARTMENT NAME: \_\_\_\_\_

COMPTROLLER \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

OTHER \_\_\_\_\_

DISTRICT ATTORNEY SWD

9. **COMMISSION ACTION:**

Approved

Approved with Modifications

Denied

Continued

Agenda Item No. \_\_\_\_\_

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 6 Fee: 0.00  
BK-0706 PG- 8974 RPTT: 0.00

Assessor's Parcel Number: N/A

Date: JULY 24, 2006

Recording Requested By:

Name: DISTRICT ATTORNEY'S OFFICE

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

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

Real Property Transfer Tax: \$ N/A

CONTRACT #2006.141

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 12. (Additional recording fee applies)

Approved July 20, 2006 Item #6  
Douglas County Commissioners

FILED

NO. 2006.141

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

(Rev Oct, 2004)

2006 JUL 24 PM 8:09

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

BARBARA REED  
CLERK  
*[Signature]*

CAPITOL REPORTERS  
410 E JOHN STREET  
SUITE A  
CARSON CITY, NV 89701

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 he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

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

**1. EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee 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 independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (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, 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, to 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, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

Capitol Reporters has entered into a contract with Douglas County to perform work from



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August, 2006 to August, 2008, 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.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as set forth in NRS 656.

**5. PAYMENT FOR SERVICES.** Contractor agrees to be compensated by the County as set forth in NRS 3.370 per day per District Court department plus transcripts. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party.

**7. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

**8. 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.

**9. ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**10. COUNTY INSPECTION.** The books, records, documents and accounting procedures and

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practices of Contractor related to this contract shall 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.

**11. 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 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, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, 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 this contract must be retained by Contractor for a minimum of six years after final payment is made 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 shall promptly remit and deliver the materials, at Contractor's expense, to the County. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 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 of 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.

**13. 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.

**14. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

**15. Suspension and Debarment Requirements for Federal Contracts.** For federally-funded public works, the bidder certifies, by submission of this bid or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the bidder/ contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to the solicitation/proposal.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to



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be legally bound thereby.

James L. Baugh July 20, '06  
Douglas County (Date)

Mary E. Cameron 7/16/06  
Contractor (Date)

Approved as to form by:

Deputy District Attorney

Robert Morris

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DATE: JUNE 5, 2006

TO: HONORABLE DAVID R. GAMBLE  
HONORABLE MICHAEL P. GIBBONS

FROM: CAPITOL REPORTERS  
MARY E. CAMERON, OWNER

RE: REQUEST FOR PROPOSAL – COURT REPORTING SERVICES FOR  
BOTH DEPARTMENT 1 AND 2 – NINTH JUDICIAL DISTRICT COURT  
MINDEN, NEVADA

Dear Judges Gamble and Gibbons:

Capitol Reporters proposes to provide court reporting services for both District Courts in Minden, Nevada, on a per diem contractual basis with fees billed at the statutory rate as prescribed by Nevada Revised Statute 3.370.

The current statutory rate for per diem court reporters is \$170.00 per day. It is estimated that on average over a year period you will need the services of Capitol Reporters equal to seven (7) per diem charges a week. Multiplied by 50 weeks, the per diem cost is estimated to be \$59,500 annually.

Based on figures obtained from the Douglas County Comptroller's Office on fees paid to Joan Wilder and invoices paid by Douglas County to Capitol Reporters from January 2004 to May 31, 2006, it is estimated that the annual billing for transcript to Douglas County would approximate \$19,000 per year, with a minimal miscellaneous charge of \$150 per year (this would be the statutory overtime charge). The above transcript represents criminal matters only. Civil cases requiring transcript are paid by the litigants.

Douglas County would no longer need to pay for sick leave, health insurance, vacation time or any other benefit usually afforded an employee.

If the above meets with your approval, Capitol Reporters is ready, willing and able to begin providing our services as soon as Joan Wilder retires, a date to be determined. Should you have any questions, do not hesitate to call me at 882-5322.

Respectfully,



Mary E. Cameron  
Nevada CCR #98

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### CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: July 24 2006  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By Bill Mullock Deputy

SEAL

COPY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Oct 24 2008

W. R. ... Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy