

**OFFICIAL RECORD**

Requested By:

DC/COURT INFORMATION SYSTEMS

Assessor's Parcel Number: N/A

Date: FEBRUARY 6, 2012

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 0.00  
BK-0212 PG- 845 RPTT: 0.00



Name: ALAN BATES, COURT INFORMATION SYSTEM

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

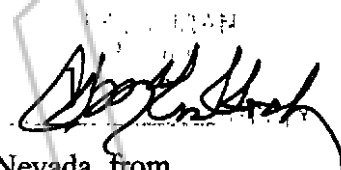
City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2012.018  
(Title of Document)

**PROFESSIONAL CONTRACT  
BETWEEN  
DOUGLAS COUNTY, NEVADA  
AND  
CYBER-NEXUS, LTD.**

*2012.018*  
2012 FEB -3 PM 2:36



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 Cyber-Nexus, Ltd. (hereinafter "Contractor") are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that they are duly qualified, licensed, 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 be for the period January 1, 2012 through December 31, 2012. However, this contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

**2. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are computer-programming services for the Ninth Judicial District Court.

**3. PAYMENT FOR SERVICES.** Douglas County agrees to compensate at the rate of \$75.00 per hour for a maximum of 500 hours, unless otherwise extended in writing, by the Court Information Systems Manager. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

**4. INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS COMPENSATION COVERAGE.** The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor. The parties also agree that this contract, by explicit agreement of the parties, incorporates and applies the provisions of Nev.Rev.Stat. § 333.700 (formerly 284.173), as necessarily adapted, to the parties, including that Contractor is not a County employee and that there shall be no:

- (A) Withholding of income taxes by Douglas County;
- (B) Industrial insurance coverage provided by Douglas County;
- (C) Participation in group insurance plans which may be available to employees of the Douglas County;
- (D) Participation or contributions by either the Contractor or Douglas County to the public employees' retirement system;
- (E) Accumulation of vacation leave or sick leave;
- (F) Unemployment compensation coverage provided by the Douglas County if the requirements of NRS 612.085 for independent contractors are met.

**5. 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 Douglas County to make any payment under this contract, to provide Douglas 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:

Cyber-Nexus, Ltd have entered into a contract with Douglas County to perform work from January 1, 2012 through December 31, 2012 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 Douglas County may, at any time the Contractor does not maintain coverage, 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 Douglas 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:

- (A) 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
- (B) Is otherwise in compliance with those terms, conditions and provisions.

**6. TERMINATION OF CONTRACT.** Either party may revoke this contract without cause prior to the expiration of this Contract, provided that such revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by Douglas County.

**7. 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 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.

**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 Douglas County.

**10. 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, 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, unless the County has requested remittance and delivery by Contractor of the items. 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. **NOTICES.** All notices or other information that is to be submitted to a party shall be sent to the following addresses:

Douglas County Manager  
P.O. Box 218  
Minden, NV 89423

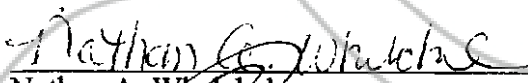
Cyber-Nexus, Ltd.  
Nathan A. Whelchel, President  
2571 Nye Drive  
Minden, NV 89423

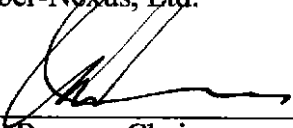
16. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.


17. **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 either Contractor or the County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

18. **AUTHORITY TO EXECUTE AND IMPLEMENT.** Each person who signs this Agreement warrants and represents that he has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he signs and that his signature has the effect of binding the principal. Each person signing this Agreement hereby certifies that he is authorized by his respective governing body to enter into the terms and conditions set forth herein.

*IN WITNESS WHEREOF, the County and the Contractor have executed this Professional Contract for Court Reporting Services.*

  
\_\_\_\_\_  
Nathan A. Whelchel  
Cyber-Nexus, Ltd. 1-10-2012  
(date)

  
\_\_\_\_\_  
Lee Bonner, Chairman  
Board of County Commissioners February 2, 2012  
(date)

Attest:  
  
\_\_\_\_\_  
Ted Thran, Douglas County Clerk February 2, 2012  
(date)

BY:   
\_\_\_\_\_  
CLERK TO THE BOARD

AFFIDAVIT

I, NATHAN WHELCHER, on behalf of my company, CYBER-NEXUS, Ltd, being duly sworn, depose and declare:

I am otherwise in compliance with the terms, conditions and provisions of NRS chapters 616A-616D.

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

Signed this 10 day of January, 2012

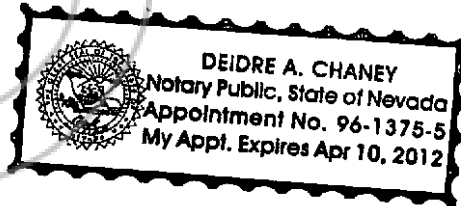
Nathan A Whelcher  
Signature

State of Nevada  
County of Douglas

On this 10<sup>th</sup> day January, 2012 before the undersigned Notary Public, personally appeared Nathan A Whelcher having proved on a satisfactory basis to be the person whose name is subscribed to this instrument and acknowledge that he executed it.

Witness my hand and official seal.

Deidre A Chaney  
Notary's Signature



**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: Feb 3 2012  
Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy