

OFFICIAL RECORD
Requested By:
DC/DISTRICT COURT #1

Assessor's Parcel Number: N/A

Date: AUGUST 20, 2012

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 0.00
BK-0812 PG- 4822 RPTT: 0.00



✓ Name: JOANN THALER, DISTRICT COURT #1

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

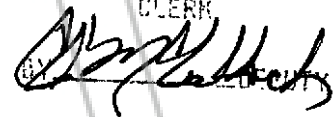
CONTRACT #2012.167
(Title of Document)

FILED

NO. 2012-167

2012 AUG 20 AM 8:53

TED THUAN
CLERK



**PROFESSIONAL CONTRACT
FOR
COURT REPORTING SERVICES
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
CAPITOL REPORTERS
515 West Fourth Street, Suite B
Carson City, Nevada 89703**

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PG- 4823
08/21/2012
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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 Capitol Reporters (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 September 1, 2012 through June 31, 2014. 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 court reporting services for the Ninth Judicial District Court in accordance with NRS Chapter 656 and NRS 3.320-3.380. Contractor agrees that they will supply a certified and licensed court reporter as needed by the Court.

3. EXCLUSIVE CONTRACT. The parties agree that Contractor shall have an exclusive contract with the Douglas County to preform court reporting services for the Ninth Judicial District Courts. If Contractor is not able to fulfill the Ninth Judicial District Court's request, it shall find a licensed substitute court reporter, approved by the Ninth Judicial District Court.

4. PAYMENT FOR SERVICES. Douglas County agrees to compensate Contractor as set forth in NRS Chapter 3.370. Contractor agrees to submit billings to the County which will be paid within a reasonable time.

5. 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.

6. 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:

Capitol Reporters have entered into a contract with Douglas County to perform work from September 1, 2010 through August 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.

7. 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.

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 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 Douglas 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, 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 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.

13. 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.

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 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.

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

CONTRACTOR:

Capitol Reporters

Michel Loomis 7-30-12
Michel Loomis, Nevada CCR #228 (date)

COUNTY:

Douglas County

Lee Bonner August 16, 2012
Lee Bonner, Chair (date)
Douglas County Board of Commissioners

ATTEST: *Ted Thran*

Ted Thran, Douglas County Clerk

By: *Luanne Sudach*

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.

4 DATE: Aug 20, 2012
THAN Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: *Luanne Sudach* Deputy