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▲ Parks 1325 Waterloo Lane Gardnerville, NV 89410 (775) 782-9835 FAX: (775) 782-5799	▲ Recreation 1327 Waterloo Lane Gardnerville, NV 89410 (775) 782-9828 FAX: (775) 782-9844	▲ Lake Tahoe Kahle Community Center 236 Kingsbury Grade Stateline, NV 89449 (775) 588-0271 FAX: (775) 588-0275
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DIRECTOR: Scott Morgan

MAIL: P.O. Box 218, Minden, NV 89423

Memorandum of Understanding

IT IS UNDERSTOOD THAT:

1. The Douglas County Parks & Recreation Department wishes to enter into a Memorandum of Understanding with James Koenig, Scheduler/Head Official for Adult and Youth Basketball League Official Services for the 1999-2000 Basketball Season.
2. Douglas County will be billed, according to the claims cutoff schedule, by James Koenig. These billings will reflect the forthcoming scheduled games up to the next cutoff date and will include the names of the officials scheduled, rate of pay per official, the number of games worked, and the location the official worked.
3. The amount of pay is as follows:
 - a. Referees - \$18.00 per game for Adult Lake/Valley Basketball games.
 - b. Referees - \$16.00 per game for Youth Basketball (1 Official per game).
 - c. Scorekeepers - \$8.00 per game for Lake/Valley Basketball games.
 - d. Timekeepers - \$8.00 per game for Lake/Valley Basketball games.
 - e. Youth Basketball: one (1) combination scorekeeper/timer will be used and billed at \$8.00 per game.
 - f. \$4.00 per game for Umpire in Chief duties and scheduling fees.
 - f. \$1.00 per staff per game for SIIS Insurance fees.
4. No charge will be assessed for resumed games due to protests or other circumstances outside the Parks & Recreation Department's control.
5. In the event of make-ups, postponed or rescheduled games, the rate of pay will be the same as previously stated in number 3.

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(2 FOR EACH DIV. Championship Game)

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More than just fun and games.

6. The Recreation Division will document any and all occasions in which Officials fail to show or are late for a work assignment. If games are required to be rescheduled due to the officials being tardy or not showing for an assignment, the Scheduler will be fined \$20.00 per game lost, not paid for games missed, and will make up those game(s) at no financial cost to the County. In the event an entire season is completed without incident, a fee of \$100.00 will be awarded to the Scheduler/Head Official, to be distributed at his discretion.
7. It is the Scheduler/Head Official's responsibility to make sure all assignments are covered, even when the weather conditions are unfavorable, as long as the Recreation Division still has games scheduled.
8. All Officials are required to enforce the standard rules and the local Douglas County Recreation Division rules for the sport. In addition, all Officials will be required to adhere to all policies and procedures set forth by this County. Any Official who fails to adhere to the County's rules, policies or procedures will not be allowed to continue to work anymore Official assignments.
9. The Scheduler/Head Official is required to submit to the Recreation Division Sports Coordinator a personnel list (name, address, day and night telephone numbers) of all Officials that are qualified to work Adult Basketball assignments.
10. Industrial Insurance, Scheduler/Head Official further agrees as a precaution to the performance of any work under this contract, and as a precaution 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 the State Industrial Insurance System (SIIS), in accordance with Nevada Revised Statute 616-280.
11. All Officials are to arrive and be ready to work a minimum of ten (10) minutes prior to their first game assignment time.
12. All Officials are to be dressed in the proper attire for basketball officiating (zebra shirt and a whistle). In addition, all personnel are to demonstrate a high level of professionalism at all times.
13. If the Parks & Recreation Department cancels games by 5:00 p.m. on the day of scheduled games, the Officials will not be paid, but the Scheduler will be paid.
14. Scheduler/Head Official will attend all protest, discipline, manager's meetings, and championship games, at no cost to the County.
15. And acknowledged that Scheduler/Head Official and his Basketball Officials are not Douglas County Employees and there shall be no:
 - a. Withholding of income taxes by Douglas County.

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- b. Participation in group insurance plans which may be available to classified employees of Douglas County.
- c. Accumulation of vacation, sick or holiday leave.
- d. Unemployment compensation provided by Douglas County.

16. Scheduler/Head Official agrees to train, certify, supervise, evaluate and monitor all Officials on a regular basis. Scheduler/Head Official will also attend all manager's meetings to ensure the highest quality of Basketball Officials to the participants.

This Memorandum of Understanding shall expire at the end of the 1999-2000 Adult Basketball League Season. This contract is up for renewal for the following 2000-2001 season if agreeable by both parties.

This Memorandum of Understanding may be terminated by any party upon (30) days written notice to the other party. The County may cause immediate termination in instances where other employees could be terminated such as drinking on the job, immoral behavior, insubordination, breach of contract, or any action in violation of County Personnel Policies (DDC 2.02.080).

WAIVER

It is understood that you shall indemnify, defend and hold harmless Douglas County from any and all liability for damages or expenses which may occur resulting from your participation as an official in the Douglas County Parks & Recreation Basketball Leagues.

The Parks & Recreation Department and James Koenig hereto have caused this to be signed and intended to be mutually complied with.

Date: 11/13/99

Scheduler/Head Official: *James Koenig*
James Koenig

Date: 11/15/99

Recreation Superintendent: *Brian Fitzgerald*
Brian Fitzgerald

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: November 17, 1999
B. REED Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: *Carol M. [Signature]* Deputy

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DOUGLAS COUNTY

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DOUGLAS CO., NEVADA

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