

NA



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DIRECTOR: Scott Morgan

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

**CONTRACT FOR SERVICES OF
 INDEPENDENT CONTRACTOR**

The parties to this agreement are DOUGLAS COUNTY, NEVADA acting by and through the Parks & Recreation Department and James Koenig hereinafter referred to as **CONTRACTOR**.

WHEREAS, it is deemed that the services of CONTRACTOR herein specified are both necessary and desirable and in the best interest of DOUGLAS COUNTY, NEVADA and:

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1. **Service.** The parties agree that the services to be performed are as follows: CONTRACTOR will perform the duties of an Adult and Youth Sport Umpire In Chief. These services include the coordination, training and scheduling of sport officials within Douglas County Parks & Recreation Department Adult and Youth Sport Leagues and Tournaments. Service will be provided to the reasonable satisfaction of DOUGLAS COUNTY, NEVADA.
2. **Payment.** CONTRACTOR agrees to provide the services set forth in Paragraph 1 pursuant to the following schedule:
 - a. An administrative fee of \$50 per month will be paid to CONTRACTOR for the services of administrating Industrial Insurance as set forth in paragraph 6, coordinating payments to officials, providing any necessary correspondence and for other duties as set forth in paragraph 3.
 - b. The amount of pay for the different sports is as follows:
 - Adult Softball Valley / Lake
 - 1) \$17 per umpire per game for Valley and Lake softball games.
 - 2) \$4 per game scheduling fee.
 - 3) *Bonus: \$100 Summer Valley Season, \$100 Summer Lake Season, \$100 Fall Valley Season.
 - Adult and Youth Volleyball Valley / Lake
 - 1) \$14 per referee per game for Valley and Lake Volleyball games.
 - 2) \$4 per game scheduling fee.
 - 3) *Bonus: \$50 Adult Fall League, \$50 Adult Winter League, \$50 Adult Spring League, \$50 Youth League and \$50 Lake League.

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Adult and Youth Basketball Valley / Lake

- 1) \$19 per referee per game for adult Valley Basketball games.
- 2) \$20 per referee per game for adult Lake Basketball games.
- 3) \$18 per referee per game for Valley and Lake Youth Basketball games.
- 4) Scorekeepers - \$10 per game for Valley Basketball games. (Lake N/A).
- 5) Timekeepers - \$10 per game for Valley Basketball games. (Lake N/A).
- 6) \$4 per game scheduling fee.
- 7) *Bonus: \$100 Adult Valley League, \$50 Youth Valley Leagues, \$100 Adult Lake League, \$50 Youth Lake League.

Adult Soccer Valley / Lake

- 1) \$20 per referee per game for center referee.
- 2) \$15 per referee per game for line referees.
- 3) \$4 per game scheduling fee.
- 4) *Bonus: \$100 Coed Spring League, \$100 Men's and Women's Fall Leagues, \$100 Adult Lake League.

Adult Flag Football Valley

- 1) \$18 per referee per game.
- 2) \$4 per game scheduling fee.
- 3) *Bonus: \$100

- c. DOUGLAS COUNTY, NEVADA agrees to pay CONTRACTOR wages due in accordance with the Douglas County Account Payable claims calendar. DOUGLAS COUNTY, NEVADA will be billed by CONTRACTOR reflecting the forthcoming scheduled games up to the next cutoff date and will include the names of officials scheduled, rate of pay per umpire and number of games worked.
- d. 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 CONTRACTOR will be paid for scheduling fees only.
- e. In the event of rainouts, make-ups, postponed or rescheduled games, the rate of pay will be the same as previously stated in item b.
- f. Officials canceling games on fields/courts due to weather or unsafe conditions will be paid.
- g. Officials will not be paid additional fees for resumed games due to successful protests or other circumstances outside the Parks & Recreation Department's control.

* Bonus: The Recreation Division will document any and all occasions in which officials (including scorekeepers and timekeepers) fail to show or are late for a work assignment. For the first incident when games are required to be rescheduled, due to the officials being tardy or not showing for an assignment, the CONTRACTOR will not be paid for games missed and will lose the bonus for

that sport. For each incident thereafter, for the same sport and season, the CONTRACTOR will be fined \$15 per game lost. In the event an entire sport season is completed without loss of games due to officials' failure to show, a bonus will be awarded to the CONTRACTOR.

3. The CONTRACTOR shall agree:

- a. To certify, supervise, train, evaluate and monitor all officials for each sport on a regular basis to ensure the highest quality of officials to the participants.
- b. All officials are obligated 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, including the Player Code of Conduct. Any official who fails to adhere to the County's rules, policies or procedures will be subject to disciplinary action by the CONTRACTOR and may not be allowed to continue to work anymore official assignments.
- c. That decisions made by the Recreation Coordinators regarding suspensions, rule interpretation and eligibility of players are final. The UIC and officials are requested to adhere by the decision made by the Recreation Division.
- d. To submit to the Recreation Division a personnel list (name, day and night telephone numbers) of all officials that are qualified to work assignments. All officials must be adults, and all scorekeepers and timekeepers must be at least 16 years of age.
- e. That to avoid a conflict of interest, officials shall not be assigned to work in league divisions in which they are participating. Furthermore, officials will not be assigned to work in games in which immediate family is participating.
- f. All officials are to arrive and be ready to work in appropriate professional attire for the sport a minimum of ten (10) minutes prior to their first game assignment time.
- g. That Douglas County Parks & Recreation staff on site (i.e. Gym Monitors) are not to be used to fill in for no shows or tardy CONTRACTOR officials or staff.
- h. To attend all discipline and manager's meetings at no cost to the County. The CONTRACTOR will provide an officials representative if unable to attend or unless involved in the incident that precipitated the discipline meeting.
- i. To use only ASA Certified Officials for Softball.

4. **Effective Date of Contract.** This contract shall be effective from the 1st day of May 2002 and will remain in effect for a period of one year, unless revoked by either party as set forth in Paragraph 7.
5. **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.
6. **Industrial Insurance.** A. Unless the Contractor complies with ¶ B below, 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 issued by a qualified insurer in accordance with NRS § 616B.627. Contractor agrees, prior to commencing any work under the contract, to complete and to provide the following written request to the qualified insurer:

(Company Name) has entered into a contract with Douglas County to perform work from (starting date) to (ending date) and requests that an industrial insurance provider qualified and licensed to offer such insurance within Nevada, 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. The premium of \$2670 will be reimbursed by Douglas County, with a first installment paid in May 2002 of \$1128, and the balance of \$1542 paid in December 2002. 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.

