

NF

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG 17 AM 8:16

WERNER CHRISTEN
RECORDER

\$ ~~0~~ PAID KZ DEPUTY

Assessor's Parcel Number: N/A

Date: AUGUST 12, 2004

Recording Requested By:

✓ Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

CONTRACT #2004.187
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

0621594

BK0804PG06729



▲ 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) 586-7271
FAX: (775) 586-7273

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 Evans 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:

FILED
2004 AUG 10 PM 4:17
B. SARARA
ALFRM
PROPERTY

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 \$25 per month will be paid to CONTRACTOR for the services of 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
(1 umpire/game except 2 umpires/game for championship game)
 - 1) \$19 per umpire per game for Valley softball games.
 - 2) \$4 per game scheduling fee.
 - 3) *Bonus: \$100 Summer Valley Season, \$100 Fall Valley Season.
 - Adult and Youth Volleyball Valley
(1 umpire/game except 2 umpires/game for adult championship games)
 - 1) \$16 per referee per game for Valley Adult Volleyball games.
 - 2) \$14 per referee per game for Valley Youth Volleyball games.
 - 3) \$4 per game scheduling fee.
 - 4) *Bonus: \$50 Adult Fall League, \$50 Adult Winter League, \$50 Adult Spring League, and \$50 Youth League.

Adult and Youth Basketball Valley

(1 referee/game for 3-4gr & 5-6gr leagues / 2 referees/game for 7-8gr boys and 7-8gr girls/adult leagues games. 1 combination scorekeeper / timekeeper for all valley youth league games and adult league games)

- 1) \$19 per referee per game for Valley Adult Basketball games.
- 2) \$18 per referee per game for Valley Youth Basketball games.
- 3) Combination Scorekeeper/Timekeeper - \$11 per game for Valley Basketball games.
- 4) \$4 per game scheduling fee.
- 5) *Bonus: \$100 Adult Valley League, \$100 Youth Valley Leagues.

Adult and Youth Flag Football Valley (3 referees/game for adults, 2 referees/game for youth)

- 1) \$18 per referee per game for Valley Adult Flag Football Games.
 - 2) \$12 per referee per game for Valley Youth Flag Football Games.
 - 3) \$4 per game scheduling fee.
- *Bonus: \$100 Adult Valley League, \$100 Youth Valley League

Tournament Officials (Softball)

1 Umpire / referee per game for all tournament games except 2 umpires / referees for semi final and championship games.

The parties agree and understand that the fees for services set forth above may need to be amended from time to time during the term of the agreement to reflect current, competitive fees and charges. Any such amendment may be made in writing by mutual agreement of the parties.

- 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 number of officials scheduled, number of games worked and rate of pay per official.
- d. If the Parks & Recreation Department cancels games 90 minutes prior to games 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 for each game needing to be rescheduled. 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, including the UIC, will be required to adhere to all policies and procedures set forth by this County, including the Player Code of Conduct. If the UIC fails to adhere to the County's rules, policies or procedures he will be subject to disciplinary action by the County. 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 discipline review committees and manager's meetings. 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 August 2004. This contract may be renewed annually by mutual consent for a total not to exceed two (2)

0621594

calendar years from the date of commencement, unless revoked by either party as set forth in Paragraph 6.

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. **Termination of Contract.** This contract may be revoked without cause by either party, provided that a revocation shall not be effective thirty (30) days after a party has served written notice of revocation upon the other party. An evaluation of work, based on completion of scheduled games, will be done to determine the balance of wages due to the CONTRACTOR.
7. **Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State of Nevada.
8. **Assignment.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.
9. **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.
10. **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.

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

A. Jones Every
Contractor

5 Aug 2004
(Date)

E. Hill
Parks & Recreation Department

8/9/04
(Date)

0621594

4

BK0804PG06733

COPY

SEAL

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: August 12, 2004

B. REED Clerk of the 4th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

0621594
BK0804PG06734