

No Fee

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OFFICIAL RECORD
Requested By:
DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: SEPTEMBER 14, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 0.00
BK-0909 PG- 3016 RPTT: 0.00



Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.259
(Title of Document)



FILED

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NO. 2009-259

2009 SEP 14 PM 12: 35

TED THRAN
CLERK

[Signature]
DEPUTY

▲ 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 Jeff McAllister 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:

1. **Service.** The parties agree that the services to be performed are as follows: CONTRACTOR will perform the duties of an Adult and Youth Volleyball Umpire In Chief. These services include the coordination, training and scheduling of sport officials within Douglas County Parks & Recreation Department Adult and Youth Volleyball 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. The amount of pay for volleyball programs is as follows:

Adult and Youth Volleyball Valley
(1 referee/match except 2 referees/match for adult championship games)

 - 1) \$18 per referee per match for Valley Adult Volleyball games.
 - 2) \$18 per referee per match for Valley Youth Volleyball games.
 - 3) \$4 per match scheduling fee.
 - 4) *Bonus: \$100 Adult Winter League, \$100 Adult Spring League, \$100 Adult Fall League, and \$100 Youth League.

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.

- b. 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.
- c. 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.
- d. In the event of rainouts, make-ups, postponed or rescheduled games, the rate of pay will be the same as previously stated in item a.
- e. Officials canceling games on fields/courts due to weather or unsafe conditions will be paid.
- f. 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 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.
 - 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.
4. **Effective Date of Contract.** This contract shall be effective from the 28th day of August, 2009. This contract may be renewed annually by mutual consent for a total not to exceed two (2) 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.

[Signature] _____ 9/1/09
 Contractor (Date)

[Signature] _____ 8/28/09
 Parks & Recreation Department (Date)

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: Sept 14, 2009

[Signature] Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy