

OFFICIAL RECORD
Requested By:
DC/PARKS & RECREATION

Assessor's Parcel Number: N/A

Date: APRIL 28, 2010

Recording Requested By:

Name: PARKS & RECREATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 0.00
BK-0410 PG- 5198 RPTT: 0.00



CONTRACT #2010.104
(Title of Document)



FILED

NO. 2010.104

2010 APR 28 AM 10:24



DOUGLAS COUNTY
COMMUNITY SERVICES/
PARKS & RECREATION

TED THURAN
CLERK

[Signature]
DOUGLAS COUNTY

- ▲ **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 Jonathon A. McCormick 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 a Softball Umpire In Chief. These services include the coordination, training and scheduling of sport officials within Douglas County Parks & Recreation Department valley Softball Leagues. 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 valley softball programs is as follows:
 - Adult Softball Valley (1 umpire/game)
 - 1) \$20 per umpire per game for Valley softball games.
 - 2) \$4 per game scheduling fee.
 - 3) *Bonus: \$100 Summer Valley Season, \$100 Fall Valley Season (if applicable).

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 b.
- 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:

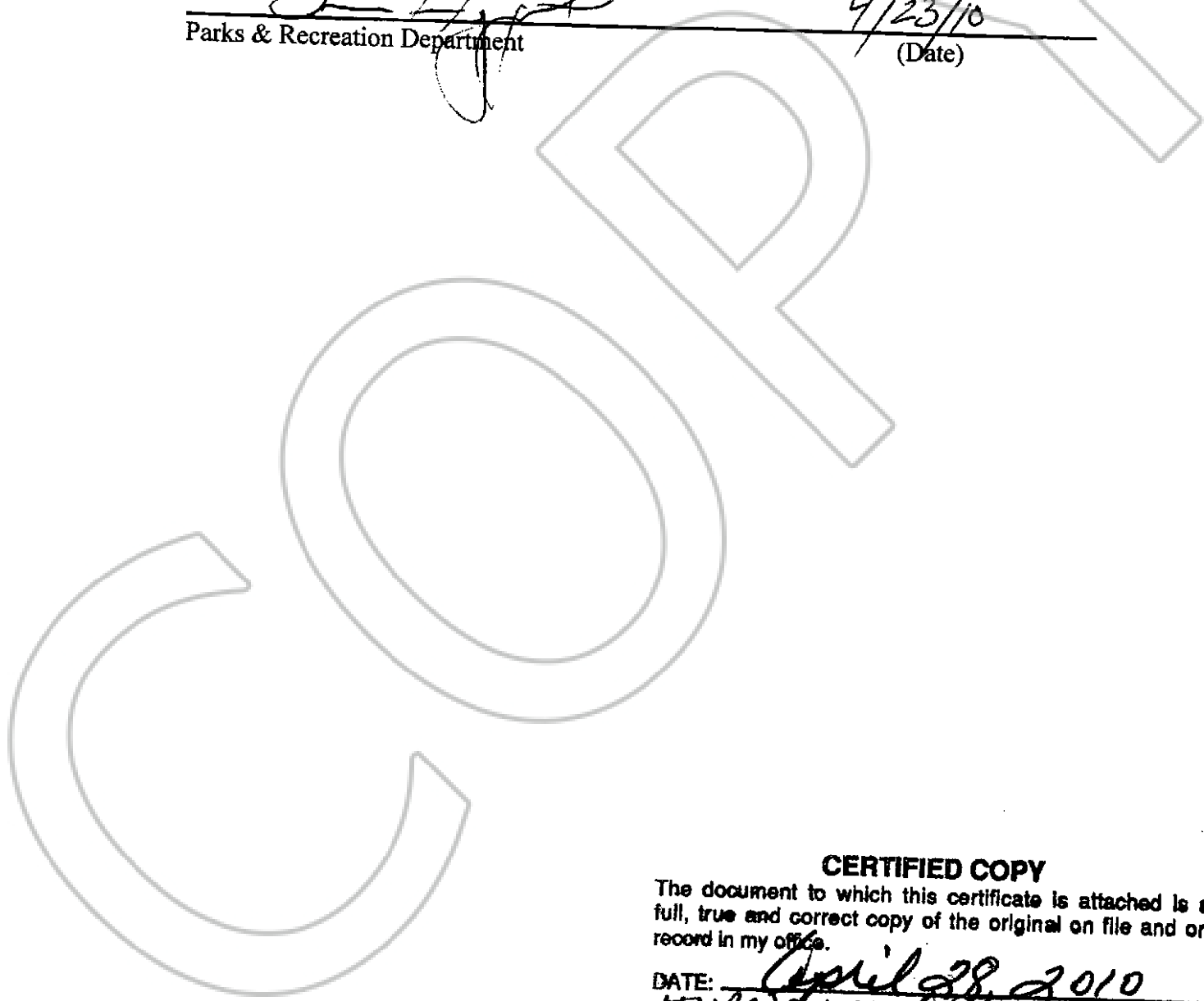
- a. To certify, supervise, train, evaluate and monitor all officials on a regular basis to ensure the highest quality of officials to the participants.
- b. All officials are obligated to enforce the standard rules and the local Douglas County Recreation Division rules for the sport. In addition, all 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 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 May, 2010. 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.

Jonathan A. McEninch Contractor 4-26-2010 (Date)

[Signature] Parks & Recreation Department 4/23/10 (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: April 28, 2010
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy