

Assessor's Parcel Number: 1320-32-111-021, 022 & 023

Date: OCTOBER 5, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 18 Fee: 0.00
BK-1009 PG- 1185 RPTT: 0.00



Name: CAROL, A CLERK'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT AMENDMENT #2009.274

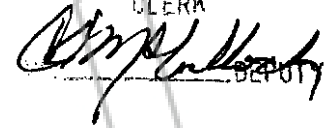
(Title of Document)

FILED

NO. 2009-274

2009 OCT -5 AM 9:34

TED THUAN
CLERK



RECORDED AT THE REQUEST OF:
Douglas County, Nevada
Cynthea Gregory
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423
A.P.N.: 1320-32-111-021
1320-32-111-022
1320-32-111-023

0751806 Page: 2 of 18 10/06/2009 BK- 1009 PG- 1186

First Amendment to the INTERLOCAL CONTRACT

Between
EAST FORK FIRE DISTRICT AND EAST FORK PARAMEDIC DISTRICT
(hereafter referred to as Districts)
And
DOUGLAS COUNTY
(hereafter referred to as County)

This amendment is made by and between East Fork Fire District organized under the provisions of NRS Chapter 474 and East Fork Paramedic District organized under the provisions of NRS Chapter 318, and Douglas County, all political subdivision of the State of Nevada.

RECITALS

WHEREAS, the Parties are public agencies under Nevada Revised Statute (NRS) 277.100; and

WHEREAS, the Parties previously entered into an Interlocal Contract on or about May 3, 2001, attached as Exhibit A and incorporated by reference (hereafter Agreement); and

WHEREAS, the Agreement, was entered into pursuant to NRS Chapter 277 which provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the Agreement provided for the County to sell a one-third (1/3) interest to East Fork Fire District and a one-third (1/3) interest to East Fork Paramedic District in three County owned properties, immediately east of and adjacent to the Minden Inn County Office Complex, referred to as assessor parcel numbers (hereafter APNs:)1320-32-111-021, 1320-32-111-022 and 1320-32-111-023 in exchange for \$270,000.00; with the County retaining the remaining one-third (1/3) interest in the above described properties; and

WHEREAS, pursuant to the Agreement a deed was recorded reflecting the Districts two-thirds (2/3) ownership interest, one-third each respectively, in APNs: 1320-32-111-021, 1320-32-111-022 and 1320-32-111-023; the deed is attached as Exhibit B and incorporated by reference, recorded as Document 513557, Book 0501, Page 1309; and

WHEREAS, the Agreement and sale of a two-thirds (2/3) portion of the three County owned properties was to allow for the parties to provide a more effective and coordinated development plan review of an anticipated development project, which would contain both Districts' and County offices within a new building on the subject properties; and

WHEREAS, subsequently the development project did not move forward and the Districts have entered into a lease/purchase agreement for another County owned property;

WHEREAS, the Board of County Commissioners approved as part of the 2006/2007 budget process for the Districts a proposal which would effectively amend the Agreement by rescinding the purchase by the Districts and the County would refund \$135,000.00, one half of the funds used to purchase the property and the balance of the original purchase amount, \$135,000.00, would be considered a lease payment to the County for the existing office space occupied by the Districts at the Minden Inn, see Exhibit C attached and incorporated by reference; and

WHEREAS, the Districts have received \$135,000.00 and the County has retained \$135,000.00 for a final lease payment, however a formal amendment and deed transferring ownership were never executed and this amendment and deed are necessary to correct the oversight and effectuate the Board of County Commissioners and Board of Fire Commissioners action to transfer back ownership of the property to Douglas County;

WHEREAS, this amendment will codify previous Board actions and serve to accurately reflect the ownership of the subject properties, APN: 1320-32-111-021, 1320-32-111-022 and 1320-32-111-023, as solely owned County properties; and

NOW THEREFORE, the parties for and in consideration of mutual promises and/or their valuable consideration, all provisions of the original Agreement approved on May 3, 2001, are replaced in their entirety by the following:

1. This amendment is entered into pursuant to NRS Chapter 277 as both parties are public agencies and an interlocal contract was the instrument by which the property was transferred by the County to the Districts. See Exhibit A.
2. This amendment shall become effective upon approval by the District Board of Trustees and the County Board of Commissioners. This amendment shall be ratified as if the transfer of ownership back to the County took place on April 6, 2007.
3. The real property which is the subject of this agreement is described as follows: APNs: 1320-32-111-021, 1320-32-111-022 and 1320-32-111-023, more thoroughly described as Lots 6, 7, 8, 9 and 10, in Block L, as shown on the map of Town of Minden, filed in the Office of the County Recorder of Douglas County, Nevada, on July 2, 1906, as Document No. 20840 and

Document No. 0513557. The street addresses for these properties are: 1586 Esmeralda Ave., 1590 Esmeralda Ave. and 1592 Esmeralda Ave. Minden, Nevada.

4. The County has paid the Districts one-hundred and thirty-five thousand dollars (\$135,000.00) collectively and has credited the Districts one-hundred and thirty-five thousand dollars (\$135,000.00) collectively toward a final lease payment for the existing space being occupied by the Districts at the Minden Inn and in exchange the Districts agree to transfer all of their respective interests in the three County properties adjacent to the Minden Inn and described as APNs: 1320-32-111-021, 1320-32-111-022 and 1320-32-111-023 to the County as sole owner of the subject properties.

5. The Districts acknowledge the County has met the terms of the amendment and no money is due and owing. The Districts have already received the one-hundred and thirty-five thousand dollars (\$135,000.00) collectively and been credited one-hundred and thirty-five thousand dollars (\$135,000.00) collectively toward a final lease payment for the existing space being occupied by the Districts at the Minden Inn.

6. The purpose in the County reacquiring ownership of the two-thirds interest in the lands was to provide funds necessary for the Districts to complete construction of Fire Station 12 in northern Douglas County, which has been accomplished and allow the Districts to continue to occupy County office space located at the Minden Inn until the Districts located another suitable site, which has also been accomplished by the Lease/Purchase Agreement for the property at 1694 County Road in Minden, Nevada, APN #1320-30-801-006.

7. The Districts agree to convey back to the County good, unencumbered, marketable title to the subject properties, APNs: 1320-32-111-021, 1320-32-111-022 and 1320-32-111-023 by Grant, Bargain, and Sale Deed for the three parcels, see Exhibit D attached and incorporated by reference. The Districts agree to execute any and all documents necessary to finalize the County's sole ownership of the subject properties. The deed once executed by all the parties shall be recorded.

8. The laws of the State of Nevada shall be applied in interpreting and construing this amendment. The Parties consent to the jurisdiction of the Ninth Judicial District Court in and for the State of Nevada for enforcement of this amendment.

9. The illegality or invalidity of any provision or portion of this amendment shall not affect the validity of the remainder of the agreement.

10. This amendment constitutes the full and final agreement between the parties and shall not be modified except in writing signed by both parties.

11. The amendment may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

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

Douglas County
Board of County Commissioners

East Fork Fire District & East Fork Paramedic District
Board of Fire Commissioners

By: Nancy McDermid
Nancy McDermid
Chair

By: Nancy McDermid
Nancy McDermid
Chair

By: T. Michael Brown
T. Michael Brown, County Manager

By: Tod Carlini
Tod Carlini, EEFPD Chief

Attest:
By: Ted Thran
Ted Thran
Douglas County Clerk

BY: Laura Sudder
CLERK TO THE BOARD

EXHIBIT A

COPY

FILED

APPROVED 5/3/01 COMMISSIONERS MEETING

2001.079

INTERLOCAL CONTRACT

'01 MAY -9 A9 28

This Agreement is made by and between East Fork Fire and Paramedic Districts (District), organized under the provisions of NRS ch. 474 and NRS ch. 318, and Douglas County (County), a political subdivision of the State of Nevada.

RECORDER
BY [Signature] DEPUTY

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100 and NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the District is authorized to engage in development plan review, fire prevention and fire suppression activities and the provision of emergency medical services; and

WHEREAS, the purpose of this agreement is to provide for the joint and cooperative use of County and District facilities; and

WHEREAS, by entering into this agreement the parties will all be able to provide more effective and coordinated development plan review, fire prevention, fire suppression, and emergency medical services to their service areas.

NOW, THEREFORE, the parties agree as follows:



1. This agreement shall become effective upon approval by the District Board of Trustees and the County Board of Commissioners.

2. District shall pay County \$270,000, and County will show the District as a property owner on the Deed for parcels with APN's 1320- 32-111-021; 022; & 023 which property was acquired by the County.

3. The purpose in purchasing the land and jointly owning the property is for the County and District to jointly design, construct, own and occupy an office building to be constructed on the parcels.

4. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, Nev. Rev. Stat. ch. 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.

5. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

6. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

7. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

8. This agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

EAST FORK FIRE AND
PARAMEDIC DISTRICT
BOARD OF FIRE COMMISSIONERS

DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Bernard W. Curtis*
Bernard W. Curtis, Chairman

By: *Bernard W. Curtis*
Bernard W. Curtis, Chairman

Approved as to form:

By: *Robert J. Morris*
Deputy District Attorney

ATTEST:
Barbara Reed
Douglas County Clerk

By: *C. Lord* DEPUTY

EXHIBIT B

COPY

RECORDING REQUESTED BY:
STEWART TITLE COMPANY
WHEN RECORDED MAIL TO:
MAIL TAX STATEMENTS TO:

ESCROW NO. _____
R.P.T.T.S. # 0 #2
A.P.N. # 1320-32-111-021, 022, 023
Full Value

GRANTEE
P. O. BOX 218
MINDEN, NV. 89423

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
DOUGLAS COUNTY, a Governmental Agency

in consideration of \$10.00, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to
DOUGLAS COUNTY, a Governmental Agency, EASTFORK FIRE DISTRICT
and EASTFORK PARAMEDIC DISTRICT, each as to an undivided one
third interest

and to the heirs and assigns of such Grantee forever, all that real property situated in the unincorporated area
County of DOUGLAS State of Nevada, bounded and described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise
appertaining, and any reversions, remainders, rents, issues or profits thereof.

DATE: 5/3/01

DOUGLAS COUNTY
a Governmental Agency

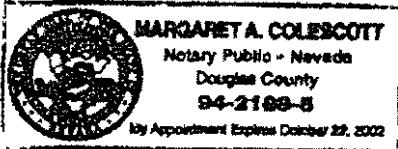
BY: Daniel C. Holler
DANIEL C. HOLLER
COUNTY MANAGER

BY: _____

THIS INSTRUMENT IS BEING RECORDED AS AN
ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED
OR IMPLIED, IS ASSUMED AS TO IT'S REGULARITY
OR SUFFICIENCY NOR AS TO ITS EFFECT, IF ANY,
UPON TITLE TO ANY REAL PROPERTY DESCRIBED
THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

STATE OF Nevada }
COUNTY OF DOUGLAS } ss.



This instrument was acknowledged before me on May 3, 2001
by, DANIEL C. HOLLER

Signature Margaret A. Colecott
Notary Public

0513557
BK0501PG1309

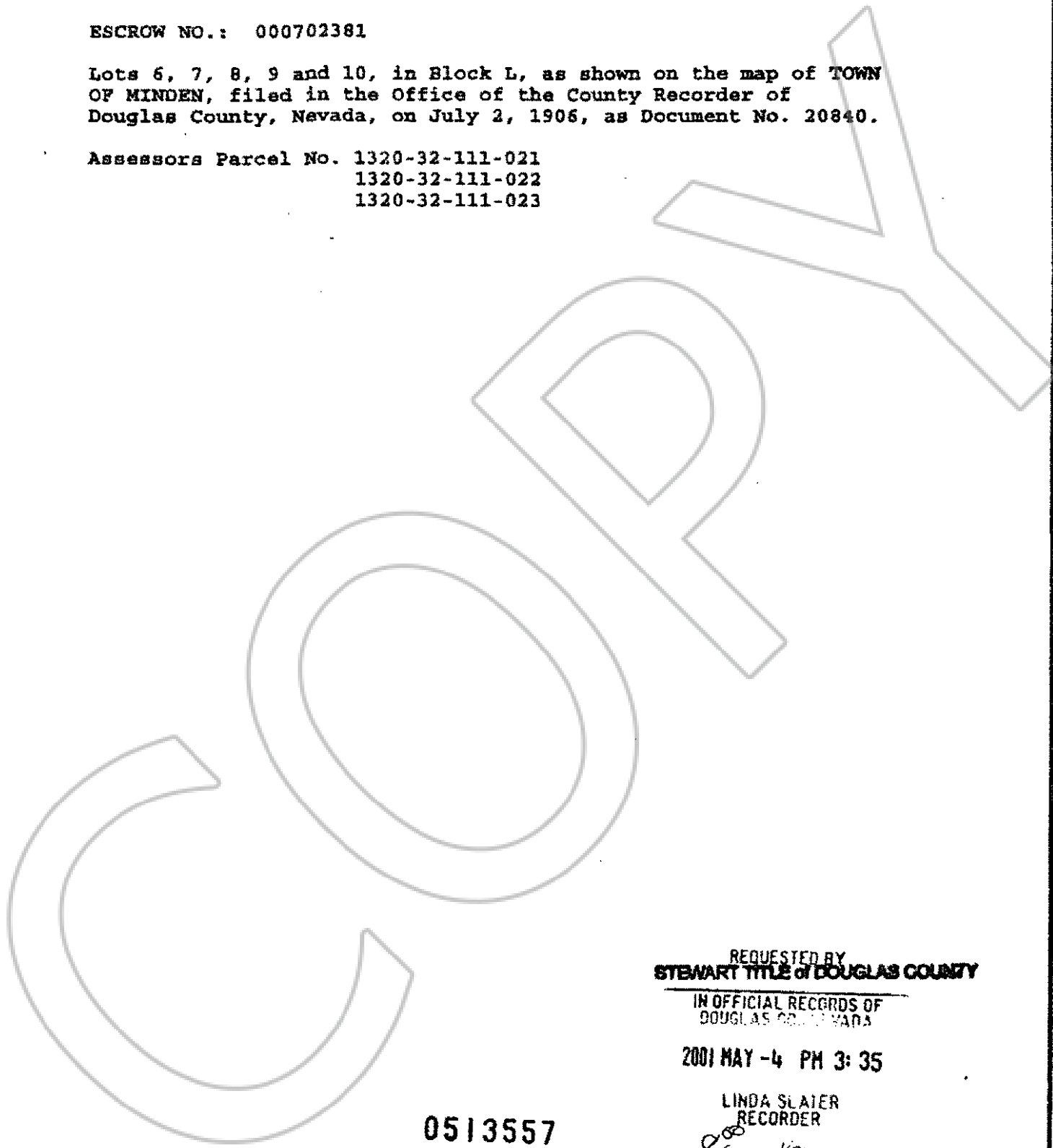
EXHIBIT "A"

LEGAL DESCRIPTION

ESCROW NO.: 000702381

Lots 6, 7, 8, 9 and 10, in Block L, as shown on the map of TOWN OF MINDEN, filed in the Office of the County Recorder of Douglas County, Nevada, on July 2, 1906, as Document No. 20840.

Assessors Parcel No. 1320-32-111-021
1320-32-111-022
1320-32-111-023



REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2001 MAY -4 PM 3: 35

LINDA SLATER
RECORDER

\$ 8.00 PAID *ka* DEPUTY

0513557
BK0501PG1310



EXHIBIT C

COPY



EAST FORK FIRE AND PARAMEDIC DISTRICTS



P.O. Box 218
1594 Esmeralda
Minden, NV 89423
(775) 782-9040 (775) 782-9043

Tod F. Carlini, District Fire Chief
Bobby Wartgow, Deputy Chief/EMS
Steve Eisele, Deputy Chief/Fire Marshal
Dave Drew, Deputy Chief/Operations & Training

Correspondent

April 10, 2008

Dave Brady
1628 Hwy 88, Suite 202
Minden, NV 89423

RECEIVED
APR 11 2008
Douglas County Manager

Dear Commissioner Brady:

I am writing in an attempt to clarify a question that you have raised regarding the East Fork Fire and Paramedic Districts' office location in the Minden Inn.

To start, well before your time or mine, there has been a significant history of the East Fork offices being moved from one location to another. Originally, under the old Douglas County Fire Department, the offices were in the Minden Fire Station. At some point after the creation of the Fire and Paramedic Districts the offices were relocated to the basement of the Historic Courthouse. After several years of occupancy there, the offices were relocated to a commercial site in Gardnerville. It is my understanding that this was done at or near the same time the County was purchasing the Minden Inn in 1992-93.

The first record indicating that the Fire and Paramedic Districts began paying a lease fee to the County was in September 1992 (see attached payment ledger). Each year, from 1992 until 1998, the Districts paid the County for the current area we now occupy. The average annual fee was \$24,530.83; the funds were transferred as an inter-fund transfer. In 1999-2000, while the Districts did budget for the lease fee, for some reason, the funds were never transferred.

In 2001, the County and the Districts entered into a purchase agreement to buy the property to the south of the Minden Inn. The purchase price was split three ways between the County, the Paramedic District and the Fire District. The Districts contributed two thirds of the cost, with the County providing the final third. The intent at that time was that the Districts would also contribute to their share of an office addition to the Minden Inn and permanently have its own office space of about 4,500 square feet on the ground floor. It was also at that time, primarily through the budget process, the lease fees were no longer collected and funds were saved to contribute to the office project. Over time, the office project addition for the County and the District died. What funds were generated for that project were transferred to the construction of Station 12, which of course was put on hold during the Indian Hills cityhood issue. This in turn drove the construction costs higher due to the delay.

With the office project declared "dead" and more funding needed for Station 12, the Districts' administration proposed with the 2006-2007 budget that one third of the funds used to purchase the property be reimbursed and the entire property ownership be transferred to the County.

The final recommendation that was approved via the budget process was as follows:

The district's administration recommends that one half of the funds (\$135,000) used to purchase the adjacent property be reimbursed to the districts. The balance of the funds (\$135,000) would remain with the county and be considered a final "lease" payment for the existing space at the Minden Inn. The property title would be transferred in its entirety to Douglas County. In doing so, the Board would release the Fire and Paramedic Districts from any future obligation towards a county office facility. Additionally the districts would be allowed to occupy their current space unit such a time where by both administrative functions and those associated with Fire Station 1 in Minden could be relocated to a new facility.

The \$135,000 being reimbursed to the districts would be specifically committed to the construction of Fire Station 12 in northern Douglas County.

This recommendation was approved with the adoption of the budget and the funds were transferred back to the Districts on February 22, 2007. The property transfer and deeds were also modified and changed within that same time frame.

As convoluted as all this is, this is the best history that can be established. I have attached several documents that identify and support the proceeding.

As for the future, that obviously is up to the Board. The location of the Districts' administrative office has always been an issue with the volunteers in years past. The Districts, through cost allocation, do still pay for our share of the utilities, maintenance, etc...

If there is a desire to change previous Board action, I would hope that the current Board would allow the Districts to "shop" for other alternate locations if any type of lease fee is to be assessed. While we do make do with the current location in the Minden Inn, we are at maximum capacity and in some cases, actually assigning personnel to what were at one time "storage closets". Obviously the long term solution is a new station to serve the Minden area and to house the Districts' administration. I know that Dan Holler was working towards land acquisition for that purpose.

I am sure you will have some questions, so as always, please give me a call. I would also like to thank you for your support of this year's budget and for all that we have brought forward to you as an individual and as a member of the Board.

Sincerely,



Tod F. Carlini, District Fire Chief

cc: Michael T. Brown, Interim County Manager

EXHIBIT D

COPY

RECORDED AT THE REQUEST OF:
Douglas County, Nevada
District Attorney's Office
Post Office Box 218
Minden, Nevada 89423
APN 1320-32-111-021
1320-32-111-022
1320-32-111-023

GRANT, BARGAIN, SALE DEED

This deed is made this 7th day of October, 2009 between the East Fork Fire District and East Fork Paramedic District (hereafter Grantors) and Douglas County, (hereafter Grantee), both political subdivisions of the State of Nevada.

The Grantors, for good and valuable consideration, the receipt of which is acknowledged, does by these presents, grant, bargain, sell and convey unto the Grantee and to its assigns forever, East Fork Fire District's undivided one-third (1/3) interest and East Fork Paramedic District's undivided one-third (1/3) interest in and to the real property and improvements situated in Douglas County, Nevada and being more particularly described on Exhibit "A" attached and incorporated by reference together with all and singular tenements, and appurtenances belonging to or in anyway appertaining to the property. Exhibit A, legal description, was taken from Document 0513557, Book 0501, Page 1309. This deed shall be effective as it were executed on April 6, 2007. The Grantors have signed on the day and year above written.

East Fork Fire District & East Fork Paramedic District, **GRANTORS**
Board of Fire Commissioners,

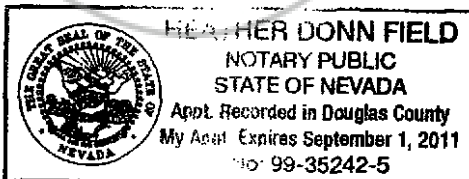
By: Nancy McDermid
Nancy McDermid
Chair

State of Nevada

County of Douglas

This instrument was acknowledged before me on this 7th day of October, 2009, by Nancy McDermid.

Heather Donn Field
Notary Public



Grant, Bargain and Sale Deed
APN 1320-32-111-021
1320-32-111-022
1320-32-111-023
Page 2 of 2

EXHIBIT A

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

Lots 6, 7, 8, 9 and 10, in Block L, as shown on the map of Town of Minden, filed in the Office of the County Recorder of Douglas County, Nevada, on July 2, 1906, as Document No. 20840.

Assessors Parcel No. 1320-32-111-021
1320-32-111-022
1320-32-111-023

Pursuant to NRS 111.312, the above legal description was taken from Document 0513557, Book 0501, Page 1309.

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: Oct 5 2009
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy