

OFFICIAL RECORD

Requested By:

DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: AUGUST 23, 2011

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 5 Fee: 0.00  
BK-0811 PG- 4224 RPTT: 0.00



Name: DEBBIE BEAM, COUNTY MANAGER'S OFC

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_


Real Property Transfer Tax: \$ N/A

MEMORANDUM OF UNDERSTANDING #2011.208

(Title of Document)

*2011-208*  
2011 AUG 23 AM 9:44

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF MINDEN  
AND  
DOUGLAS COUNTY, NEVADA  
FOR  
THE USE OF REAL PROPERTY**



This Memorandum of Agreement (MOA) is made by and between the Town of Minden (Minden), an unincorporated town organized under the provisions of the Unincorporated Town Government Law, and Douglas County, Nevada (County), political subdivisions of the State of Nevada.

**RECITALS**

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal agreement to include counties and unincorporated towns, and, thus, Minden and the County are public agencies; and

WHEREAS, NRS 277.180(3) provides that public agencies may provide for the joint use of facilities; and

WHEREAS, Minden is the owner of real property described as Lots 5 and 6 in Block H, located at 1604 Highway 395 North (portion of APN 1320-32-111-086) in Minden, Nevada that includes a 1,580 square foot, more or less, room that is currently being used as a County gym (hereinafter Gym); and

WHEREAS, the County would like to continue to use the Gym for the well-being of the employees of Douglas County, to include the unincorporated Towns of Gardnerville, Genoa, and Minden, and Minden is amenable to such use;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. EFFECTIVE DATE.**

Regardless of the date this MOA is executed by the governing boards of both parties, the term of this MOA, shall be for a period of three (3) years beginning September 1, 2011, at 12:01 a.m., and ending on September 1, 2014, at 12:01 a.m. This MOA may, upon expiration and with the written agreement of both parties, be extended for additional two-year periods, provided that the County notifies Minden, in writing, of the County's intent to extend this MOA. Said written notice must be delivered to the Town no less than 30

days before expiration of the current two-year MOA period. Minden is under no obligation to extend this MOA.

**2. RENT AND MAINTENANCE.**

In lieu of a rent payment, the County agrees to insure the premises against general liability as set forth in Section 4 below; maintain the Gym interior and equipment in good working condition; and to maintain, repair or replace the equipment as needed. The County is not responsible for the exterior, roof or internal structure of the Gym. The County will not be charged for any utilities.

**3. TERMINATION.**

Either party may terminate this MOA without cause, provided that termination shall not be effective until 30 days after the terminating party has served written notice upon the other party. Upon termination, the County shall remove all equipment or other County-owned items from the Gym.

**4. INSURANCE.**

A. Throughout the term of occupancy of the premises under this MOA, the County shall, at its sole cost and expense, keep for the mutual benefit of the County and Minden, comprehensive general public liability insurance, insuring Minden and the County against all claims, demands or actions for injury to, or death of, any one person, in the amount of not less than ONE MILLION DOLLARS (\$1,000,000), and for injury to or death of more than one person in any one accident in an amount not less than TWO MILLION DOLLARS (\$2,000,000), and for damage to property in an amount not less than FIFTY THOUSAND DOLLARS (\$50,000), made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the use of the Gym. Minden shall be made an additional named insured on this policy, except as otherwise determined by POOL/PACT, the insurer for both parties.

B. Minden and the County shall collaborate with each other and with POOL/PACT regarding all insurance matters, including giving each other prompt and timely written notice of any claim made or suit instituted of which each is aware or that in any way directly, contingently, or otherwise affects or might affect either party, and each has the right to participate in the defense of any claim to the extent of its own interest.

**5. INDEMNIFICATION.**

The County agrees to indemnify and save and hold harmless Minden, its officers, agents and employees from any and all claims, causes of action and liability arising from the performance of this MOA by the County, its officers, agents, or employees. Minden agrees to indemnify and save and hold harmless the County, its officers, agents and employees from any and all claims, causes of action and liability arising from the performance of this MOA by Minden or Minden's officers, agents, or employees.

**6. USE OF THE GYM.**

- A. The Gym is to be used as an exercise facility for the employees of the County and the Towns of Minden and Gardnerville. The Gym shall not be used for any other purpose without prior written consent of Minden. Minden may enter the Gym at any time to inspect for compliance with this requirement as well as other provisions of this MOA.
- B. The County agrees to put in place a card key electronic system that restricts access to the Gym to those who have been issued the appropriate card key. County also agrees to establish procedures wherein the use of the Gym is restricted to employees only and that each person who desires to use the Gym must sign, in the presence of the appropriate Human Resources Department employee, a waiver of liability and acknowledgement form.
- C. The County also agrees to put in place a barrier that prohibits use of the upstairs showers and stairs except for those who are authorized such use by the appropriate key card.

**7. CONSTRUCTION OF MOA.**

This MOA shall be construed and interpreted according to the laws of the State of Nevada. Any dispute that cannot be resolved by negotiation or mediation regarding this MOA shall be resolved by binding arbitration, with an arbitrator to be selected from a list maintained by the Nevada Supreme Court of senior judges, with both parties to share equally the cost of the assigned senior judge and any other related court fees. If the senior judges are unavailable, the parties agree that any sitting and willing Nevada district judge judge may be selected by the parties by drawing straws from a list of three candidates agreed upon by the parties. Each party is responsible for its own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this MOA. Both parties agree to select judges from the northern Nevada area.

**8. COMPLIANCE WITH APPLICABLE LAWS.**

The County and Minden shall fully and completely comply with all applicable local, state, and federal laws, regulations, orders, ordinances and other governmental requirements of any sort in carrying out the obligations of this MOA.

**9. SEVERABILITY.**

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

**10. ASSIGNMENT.**

This MOA shall not be assigned or transferred.

**11. ENTIRE MOA.**

This MOA shall not be modified, amended or in any way changed except by an agreement in writing signed by all parties to this MOA.

12. NOTICE.

All written notices under this MOA shall be delivered to the following officials at the addresses stated:

Minden Town Manager  
1604 Esmeralda Avenue  
Minden, Nevada 89423

County Manager  
Post Office Box 218  
Minden, Nevada 89423

*IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement between the Town of Minden and Douglas County to be executed and have agreed to be bound by its provisions.*

On behalf of and with authority to sign for the Town of Minden:

*John Stephans* 8-8-11  
John Stephans, Chair (Date)  
Minden Town Advisory Board

Attest:

*Irish Hoepnick*  
Minden Town Advisory Board Senior Secretary

On behalf of and with authority to sign for Douglas County:

*Michael H. Olson* 8/18/11  
Michael Olson, Chair (Date)  
Board of Commissioners

Attest:

*Ted Thran*  
Ted Thran  
Douglas County Clerk

BY: *Laraine Juduck*  
CLERK TO THE BOARD

END OF DOCUMENT

**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: *Aug 23, 2011*  
*Ted Thran* Clerk of the *9th* Judicial District Court  
of the State of Nevada in and for the County of Douglas.  
By *Carl D. Mellich* Deputy