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10/04/2013 02:34 PM

OFFICIAL RECORDS

Requested By:  
DC/PARKS & RECREATION

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 7 Fee: \$ 0.00

Bk: 1013 Pg: 1352



Deputy sd

Assessor's Parcel Number: N/A

Date: OCTOBER 4, 2013

Recording Requested By:

Name: LIZ BAUMGARTNER, PARKS & RECREATION

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

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

Real Property Transfer Tax: \$ N/A

MEMORANDUM OF UNDERSTANDING #2013.234

(Title of Document)

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DOUGLAS COUNTY COMMUNITY SERVICES / PARKS AND RECREATION DEPARTMENT  
AND  
THE MEFIYI FOUNDATION, INC.**

NO. 2013.234

*(MEFIYI stands for Me-for-Incredible-Youth, Inc.)*

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**THIS MEMORANDUM OF UNDERSTANDING** is made between the Douglas County Community Services / Parks and Recreation Department located at 1329 Waterloo Lane, Gardnerville, Nevada 89410 (the County) and the MEFIYI, Inc. a nonprofit organization formed pursuant to Nevada law located in Douglas County Nevada, whose mission is to promote, encourage and support Nevada youth in the areas of amateur athletics, recreation programs and physical fitness (the Foundation).

TEOTHURAN  
CULLEN  
DEPUTY  
*[Signature]*

**WHEREAS**, the County through its Community Services / Parks and Recreation Department maintains the stated mission of working together with integrity and accountability, the Douglas County team is dedicated to providing essential and cost effective public services fostering a safe, healthy, scenic and vibrant community for the enjoyment of our residents and visitors, and the Douglas County Community Services / Parks and Recreation Department mission statement is to enhance the quality of life for people of all ages and interests; and

**WHEREAS**, the County owns and operates and maintains real estate, buildings and other recreation facilities and operates a wide variety of programs and services in support of this mission; and

**WHEREAS**, the County intends to grow its youth and teen programs and opportunities both at the Carson Valley and Lake Tahoe portion of Douglas County through a partnership with the MEFIYI Foundation Inc. and

**WHEREAS**, the County through its Community Services / Parks and Recreation Department will receive donated funds from the MEFIYI Foundation Inc. to pay for youth and teen annual passes and other types of passes to the Kahle Community Center and Gymnasium and the Douglas County Community & Senior Center as well as receive donated funds for additional youth and teen program opportunities; and

**WHEREAS**, the Foundation wishes to support the County's teen and youth programs vision and mission statement and will raise funds to accomplish more than public funds would allow consistent with its mission; and

**WHEREAS**, the private nature of the Foundation also provides added advantages of dedicated donor services; and

**WHEREAS**, the County wishes to support the fundraising activities of the Foundation and promote a positive relationship with their staff and volunteer members; and

**WHEREAS**, the Foundation wishes to assure the County and its Community Services / Parks and Recreation Department that it will operate effectively and responsibly in public and private interest of residents of Douglas County and in support of the County and its Community Services / Parks and Recreation Department.

**THEREFORE**, based on the foregoing, the parties enter into the following Memorandum of Understanding.

**Section 1. The Foundation Representations.** The Foundation represents and acknowledges the following concerning its operation, creation and purpose:

1. The Foundation is created and operates primarily to support their mission to promote, encourage and support Nevada youth in the areas of amateur athletics, recreation programs and physical fitness.

BK 1013  
PG 1353  
10/4/2013

0831713 Page: 2 of 7

2. The Foundation will have as its primary purpose under this MOU to purchase annual community center passes for youth and teens in Douglas County as well as provide youth and teen programming in addition to what the County provides.

3. The Foundation will operate as a private non-profit legal entity separate and apart from the County and its Community Services / Parks and Recreation Department.

4. The Foundation will use sound financial, accounting, and auditing procedures.

5. The Foundation will not be involved in and/or interfere with daily Community Services / Parks and Recreation Department operations.

6. The Foundation will obtain and maintain its status as a tax exempt, charitable organization under State and Federal income tax laws to insure that gifts and bequests received by the Foundation, may qualify as deductible charitable contributions for the donor.

7. The Foundation will make contributions to the County based on available Foundation funds to be used for youth and teen annual passes and programs on an as needed basis for those who desire participation or membership in any Douglas County Parks and Recreation program or facility.

8. The Foundation will be responsible for determining the eligibility of those youths and/or teens who receive a scholarship or donated membership, based on available Foundation funds.

9. The Foundation will provide scholarships and/or donated memberships to any youth and/or teen recommended or referred by the Douglas County Juvenile Probation Office, based on available Foundation funds. Recommendations from the Douglas County Juvenile Probation Office will be confidential.

10. The Foundation may provide additional augmented youth teen programs and services in Douglas County facilities based on available Foundation funds.

**Section 2. Foundation Documents.** The Foundation shall keep on file with the County's Community Services / Parks and Recreation Department updated copies of all of its enabling documents including the Articles of Incorporation, By-laws and any amendments to these documents. The County's Community Services / Parks and Recreation Department Director or his designee may review these documents annually.

**Section 3. Funds and Insurance.** The Foundation shall insure its officers and staff members are bonded in an amount of not less than \$300,000. The premiums payable on such bonds shall be payable from the funds of the Foundation. The County is not responsible for any such premium payments. Further the Foundation shall obtain and maintain general liability insurance for its programs and Directors and Officers in a reasonable and

appropriate amount as determined by the Foundation Board. The Foundation shall annually provide the County's Community Services / Parks and Recreation Department documentation of its compliance with this section.

**Section 4. Accountability and Stewardship.** As the County and the Foundation want to maintain the highest level of accountability and stewardship the Foundation agrees to share information with the County as reasonably requested, develop reporting procedures and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with the donor's wishes, and reports are made to donors on the use of donated funds.

**Section 5. Financial Procedures.** The Foundation will hold and invest endowments and funds functioning as endowments on a long term basis for the purposes set forth this memorandum of understanding. The Foundation should ensure that the following standards are applied:

1. **Prudent practices.** In general, the Foundation investment procedures should be conducted in accordance with applicable State law utilizing prudent, sound practices to ensure that gift assets are protected and enhanced, that a reasonable return is achieved, and with due regard for the fiduciary responsibilities of the Foundation's Board. The investments must be consistent with the terms of the gift instrument.
2. **Administration of Income.** Income from investments, net of administrative fees, should be administered in accordance with pertinent Foundation policies, and, where appropriate, transferred to the County so as to be expended from the appropriate County's Community Services / Parks and Recreation Department or program accounts.
3. **Annual Report.** The County shall also prepare an annual report that summarizes placement and use of the funds transferred to the County by the Foundation. The County and the Foundation shall provide each other with other reports as may be necessary to ensure proper financial oversight.
4. In order to cover the necessary administrative cost of this program to the foundation: The foundation will charge no more than (15%) fifteen percent of from any donation for administrative cost. The administrative charge will only be assessed one time when a donation for the purposes outlined in this MOU is received by the foundation. The net proceeds will then be deposited into a account for the exclusive purposes as outlined in the MOU.

**Section 6. Financial Statement.** The Foundation shall maintain financial records in accordance with generally accepted accounting principles, and funds be held in separate checking account entitled the *incredible*

BK: 1013  
PG: 1355  
10/4/2013

0831713 Page 4 of 7

*kids fund.* The ledger of this account will be available for inspection at anytime and a current list of Foundation officers, directors or trustees, shall be made available to the County.

**Section 7. Inspection of Financial Records.** Because private funds will be raised in support of public programs, the Foundation will permit, on reasonable notice, authorized County officials and their designees to inspect all Foundation books and records related to this fund or program and except to the extent such inspections violates legally protected rights to privacy or confidential donor information.

**Section 8. The County and the Community Services / Parks and Recreation Department Assistance to the Foundation.** As long as the Foundation complies with all provisions of this Memorandum of Understanding, the County will assist the Foundation in the following manner:

1. Allow the Foundation to use the name, image, and/or logo of Douglas County and the Community Services / Parks and Recreation Department to solicit funds for its youth and teen programs and membership activities.
2. Provide the Foundation with assistance in Foundation activities in the discretion of the Director of the Community Services / Parks and Recreation Department and consistent with that which is permitted under State and Federal law.
3. Assist the Foundation by suggesting and recommending activities and fundraisers for the Foundation.
4. Provide the Foundation access to and use of Douglas County facilities and buildings free of charge as consistent with the Douglas County Community Services / Parks and Recreation Department Fees and Programs Manual -- Donation in Lieu of Fee Program, for all Foundation activities including fundraisers, meetings, youth and teen activities.
5. The County will charge for any hard cost incurred by the County as a result of the Foundation's free use of County facilities. Additional services such as extra staff, food or non reusable supplies shall be reimbursed to the County by the Foundation.
6. Douglas County may issue youth and teen passes at the point-of-sale in advance of reimbursement by the foundation. If a youth or teen is deemed ineligible the County will then cancel the issued pass.

**Section 9. Notice of Non-Compliance - Opportunity to Cure.** In the event of non - compliance with any provision of this Memorandum of Understanding the County shall notify the Foundation in writing of the event or practice the County believes does not comply with this Memorandum of Understanding. The Foundation shall, within fifteen (15) days from receipt of the notice of non-compliance, either correct the non-compliance or show cause to the County that the Foundation is in compliance. In the event the Foundation fails to comply

within this time period, the County may, at its option, immediately terminate this Memorandum of Understanding and its relationship with the Foundation.

**Section 10. Termination.** In addition to the methods of termination provided for in Section 9, this Memorandum of Understanding may be terminated by either party for any reason by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of the termination. In the event of the termination, the Foundation shall provide the County with an accounting of all funds in its possession raised specifically to fund Douglas County memberships and activities, and transfer those funds along with notification of any restrictions thereon to the County.

**Section 11. Entire Understanding and Amendment.** The Memorandum of Understanding represents the parties' entire understanding with respect to the matters specified herein. Any amendments to this Memorandum of Understanding must be in writing and signed by both parties.

**Section 12. Attorney's Fees.** In the event of litigation or arbitration over the terms or performance of this Memorandum of Understanding, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**Section 13. Public Records.** The Foundation expressly agrees that all documents ever submitted, filed, or deposited with the County by the Foundation unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS 239 and shall be available for inspection and copying by any person, as defined in NRS 239, or any governmental entity.

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BK : 1013  
PG : 1357  
10/4/2013

0831713 Page : 6 of 7

**Section 14. NOTICES.** All notices or other information that is to be submitted to either party shall be sent to the following addresses:

Douglas County Manager  
P.O. Box 218  
Minden, NV 89423

MEFYI Foundation  
PO Box 606  
Gardnerville, NV 89410

BK: 1013  
PG: 1358  
10/4/2013

The Memorandum of Understanding is hereby executed by the duly authorized representative of the parties as of October 3, 2013.

DOUGLAS COUNTY

By [Signature]  
(Name) Scott Morgan

(Title) Director of Community Services/Parks and Recreation

MEFYI FOUNDATION

By [Signature]  
(Name) JOSEPH TOWNSELL

(Title) PRESIDENT

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

7th day of Oct, 2013  
By [Signature] Deputy

0031713 Page 7 of 7