

Assessor's Parcel Number: N/A

Date: JULY 24, 2018

Recording Requested By:

Name: LIZ BAUMGARDNER, COMMUNITY SERVICES

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

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

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

MEMORANDUM OF UNDERSTANDING #2018.166

(Title of Document)

2018.7.6

2018 JUL 24 PM 12:11

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DOUGLAS COUNTY COMMUNITY SERVICES DEPARTMENT  
AND  
YOUNG AT HEART SENIOR CITIZENS CLUB

DOUGLAS COUNTY  
CLERK  
BY *[Signature]* DEPUTY

**THIS MEMORANDUM OF UNDERSTANDING** is made between Douglas County Community Services located at 1329 Waterloo Lane, Gardnerville, Nevada 89410 (the County) and YAH- Young at Heart Senior Citizen's Club (YAH) a 501 (C)(3) nonprofit organization located in Douglas County, Nevada dedicated to providing, promoting and facilitating activities that benefit senior citizens residing in Douglas County, NV.

**WHEREAS**, the County through its Community Services Department maintains the stated mission of working together with integrity and accountability, and 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 Department mission statement is to enhance the quality of life for people of all ages and interests; and

**WHEREAS**, the County owns, 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**, YAH represents that it is qualified, ready, willing and able to perform, fundraise and render the volunteer services to the benefit of the Douglas County Senior Centers and Senior Citizens hereinafter described; and

**WHEREAS**, the County intends to support local seniors organizations both at the Carson Valley and Lake Tahoe portion of Douglas County through a partnership with YAH; and

**WHEREAS**, YAH wishes to provide critical programs and activities to seniors in need of nutrition services, recreation activities, transit or community service to improve of the quality of life of seniors seeking to live out their lives in dignity in their own homes.

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

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

**Section 1. Young at Heart Representation.** YAH represents and acknowledges the following concerning its operations, creation and purpose:

1. YAH will operate as a private non-profit legal entity separate and apart from the County and its Community Services Department.
2. YAH will use sound financial, accounting, and auditing procedures.
3. YAH will not be involved in and/or interfere with daily Community Services Department operations.

4. YAH 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 qualify as eligible deductible charitable contributions for the donor.

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

**Section 3. Funds and Insurances.** YAH volunteers will be covered by the County's workers compensation plan pursuant to and within the limits of NRS 616A.135, for all work performed by YAH volunteers as part of a County sponsored or affiliated program within the scope of this Agreement. If Young at Heart hires any employee(s), YAH shall maintain required workers compensation coverage for such employee(s) pursuant to NRS chapters 616A to 616D, through the term of such employment.

Young at Heart agrees to maintain at all times commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate. Furthermore, YAH shall cause the County to be named as an additional insured on such policy and will provide the County with a Certificate of Insurance documenting the required coverage within 30 days after the effective date of this Agreement.

**Section 4. Accountability and Stewardship.** As the County and YAH want to maintain the highest level of accountability and stewardship, YAH agrees to share information with the County as reasonably requested, develop reporting procedures, and YAH will institute compliance and auditing consistent with the donor's wishes. YAH will make reports to donors on the use of donated funds.

**Section 5. Compliance with Applicable Laws.** Young at Heart shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this MOU, including, but not limited to, all federal, state, and local accounting practices and requirements and all immigration and naturalization laws.

**Section 6. Financial Statement.** YAH shall maintain financial records in accordance with generally accepted accounting principles. The ledger of this account will be available for inspection at any time by the County, and current list of YAH officers, directors, or trustees, shall be made available to the County.

**Section 7. The County and the Community Services/Senior Services and Parks and Recreation Department Assistance to YAH.** Provided YAH complies with all provisions and this Memorandum of Understanding, the County will assist YAH in relation to fundraising and support in the following manner:

1. Allow YAH to use the name, image, and/or logo of Douglas County and the Community Services Department to solicit funds.
2. Provide YAH with assistance in YAH activities in the sole discretion of the Director of the Community Services Department and or his designee consistent with that which is permitted under State and Federal law.

3. Provide YAH access to and use of Douglas County facilities and buildings free of charge as consistent with the Douglas County Community Services Department's Fees and Charges Program Manual—Donation in Lieu of Fee Program, for all YAH activities including fundraising activities and meetings, The County will charge for any additional out-of-pocket costs incurred by the County as a result of YAH free use of County facilities. Additional services such as extra staff, food or non-reusable supplies shall be reimbursed to the County by the YAH.
4. Provide YAH access to County facilities and/or support for YAH fundraising efforts which may include but are not limited to:
  - a. Sale of donated supplies, U-Pick-it raffles, 50/50 raffles, Bingo, Holiday Craft Fair and others fundraising activities approved by the County.
  - b. Host an annual Christmas dinner for seniors of Douglas County, an annual membership ice cream social and other social activities approved by the County.
  - c. Provide space for the Gift Shop operated by YAH for fundraising efforts.
  - d. Support the 90+ birthday program
  - e. Support the YAH Senior Soup program and related fundraising efforts.
  - f. Support the Christmas gift bags campaign for Home Delivered Meal program.

**Section 9. County Inspection.** The procedures and practices of Young at Heart related to this MOU and all County shall be subject to inspection, examination by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney.

**Section 10. Public Records Law.** Young at Heart expressly agrees that all documents ever submitted, filed, or deposited with the County by Young at Heart unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

**Section 11. Young at Heart Volunteers.** In its sole discretion, the County reserves the right to refuse to allow certain YAH volunteers to volunteer at the Community Services Department at any time, with or without cause. YAH volunteers shall agree to follow all policies and procedures of the Douglas County Community Services Department.

**Section 12. Termination.** 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.

**Section 13. Notices.** All notices or other information that is to be submitted to either party shall be sent to the following addresses:

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

Young at Heart  
Senior Citizen's Club Inc.  
P. O. Box 1042  
Gardnerville, NV 89410

THE MEMORANDUM OF UNDERSTANDING is hereby executed by the duly authorized representative of the parties as of July 5<sup>th</sup>, 2018.

**DOUGLAS COUNTY**

By [Signature]

(Name) Steven Thaler

(Title) Chairman

**YOUNG AT HEART SENIOR CITIZEN CLUB**

By [Signature]

(Name) ANDREA RAJESKI

(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

[Signature] day of July, 2018  
By [Signature] Deputy