

NYE COUNTY AGENDA INFORMATION FORM

Action
 Presentation
 Presentation & Action

Department: County Manager	Agenda Date:
Category: Regular Agenda Item	August 6, 2019

Contact: Lorina Dellinger	Phone:	Continued from meeting of:
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Return to:	Location:	Phone:
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Action requested: (Include what, with whom, when, where, why, how much (\$) and terms)

Discussion and deliberation to adopt, amend and adopt, or reject Nye County Resolution No. 2019-23: A Resolution authorizing the transfer of Nye County property to the Northern Nye County Hospital District, a political subdivision; for the property located at 825 S. Main St., Tonopah, NV, Assessor's Parcel Number 008-261-56 pursuant to NRS 277.053.

Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)

The Northern Nye County Hospital District (NNCHD) submitted a request to the Board of County Commissioners (BOCC) to consider deeding the Nye Regional Medical Center (NRMC) property to the NNCHD. At the July 16, 2019 regular meeting, the BOCC directed staff to proceed with drafting legal documents to complete this transaction with the following conditions:

- All liability responsibility will transfer to the NNCHD
- All maintenance responsibility will transfer to the NNCHD
- All financial operations will transfer to the NNCHD
- A certain lease agreement dated May 11, 2016 between Nye County and Renown Health will be assigned to the NNCHD and all terms and conditions will apply through the term of the agreement

NRS 277.053 Real property to be used for public purpose: Conveyance of such property by one political subdivision to State, state agency, another political subdivision or Indian tribe without charge. A governing body of a political subdivision may convey real property to the State, any agency of the State, another political subdivision or an Indian tribe without charge if the property is to be used for a public purpose.

Any information provided after the agenda is published or during the meeting of the Commissioners will require you to provide 20 copies: one for each Commissioner, one for the Clerk, one for the District Attorney, one for the Public and two for the County Manager. Contracts or documents requiring signature must be submitted with three original copies.

Expenditure Impact by FY(s): (Provide detail on Financial Form)

No financial impact

Routing & Approval (Sign & Date)

1. Dept	Date	6.	Date
2.	Date	7. HR	Date
3.	Date	8. Legal	Date
4.	Date	9. Finance	Date
5.	Date	10. County Manager	Date

B2 07-30-19
 NA
 Place on Agenda

ITEM # 31

1 **NYE COUNTY RESOLUTION NO. 2019-23**

2 **A RESOLUTION AUTHORIZING THE TRANSFER OF NYE COUNTY PROPERTY TO THE**
3 **NORTHERN NYE COUNTY HOSPITAL DISTRICT, A POLITICAL SUBDIVISION**

4 WHEREAS, pursuant to NRS 244.265 the Board of County Commissioners (Board) has
5 authority and jurisdiction to make orders respecting the property of the County, and to take care of and
6 preserve such property; and

7 WHEREAS, pursuant to NRS 277.053 the Board has authority to donate certain property to
8 certain governmental agencies; and

9 WHEREAS, Nye County Board of Commissioners currently holds title to one (1) parcel of land
10 more specifically identified as:

11 Assessor's Parcel Number 08-261-56, located in Township 2 North, Range 42 East, Section 1
12 F# 852136 P. 1A; and

13 WHEREAS, the Board finds that this donation is in the best public interest for public benefit.

14 NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the
15 County of Nye, State of Nevada, transfers the following described properties to the Northern Nye
16 County Hospital District (NNCHD) as described in the legal descriptions as follows:

- 17 1. T2N R42E S1, F#852136 P. 1A - Assessor's Parcel Number 08-261-56;
- 18 2. The following terms of the donation shall apply:
 - 19 a. All liability responsibility will transfer to the NNCHD
 - 20 b. All maintenance responsibility will transfer to the NNCHD
 - 21 c. All financial operations will transfer to the NNCHD
 - 22 d. A certain lease agreement dated May 11, 2016 between Nye County and Renown
23 Health will be assigned to the NNCHD and all terms and conditions will apply
24 through the term of the agreement.
- 25 3. Title shall be conveyed by quitclaim deed.

1 IT IS FURTHER RESOLVED that a copy of this Resolution be attached to the Quitclaim Deed
2 upon recordation of conveyance.

3 APPROVED this 6th day of August, 2019.

4 NYE COUNTY
5 BOARD OF COUNTY COMMISSIONERS:

ATTEST:

6 _____
7 John Koenig, Chairman

8 _____
9 Sandra L. Merlino, Nye County Clerk
10 And Ex-Officio Clerk of the Board

DRAFT

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AP #08-261-56
WHEN RECORDED, MAIL TO:
Nye County
P.O. Box 153
Tonopah, NV 89049

Space above for Recorder's use only

QUITCLAIM DEED

THIS INDENTURE, made this 6th day of August, 2019, by and between the Nye County, State of Nevada, hereinafter referred to as the party of the first part and Northern Nye County Hospital District, hereinafter referred to as the party of the second part or as the "District".

WITNESSETH, that the said party of the first part for the purpose of benefitting the present and future citizens of Nye County and for no monetary consideration whatsoever does remise, release and quit-claim unto the said party of the second part, and its heirs and assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land (including all buildings and improvements thereon and any personal property thereon or therein including fences) to wit:

**Section 1, Township 2 North, Range 42 East, F#852136 P.1A 5.5AC
Assessor's Parcel #08-261-56**

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, including the tenements and hereditaments belonging thereto and the rents issues and profits thereof to the party of the second part, its heirs and assigns, forever.

THIS DEED is given without representation, warranty of title, status or condition of the above described real property including the buildings and improvements thereon and the personal property thereon or therein, if any, all of which are accepted by the District in their present status and condition and for which the District hereafter shall be responsible.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Dated _____

By _____
**John Koenig, Chairman
Nye County, State of Nevada**

STATE OF NEVADA }
 } ss.
COUNTY OF NYE }

On the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ known to me to be the person named in and who executed the within and foregoing instrument, and he acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, hereinafter referred to as “Agreement”, is entered into this 6th day of August, 2019, by and between Nye County, a political subdivision of the State of Nevada, hereinafter referred to as “County”, and Northern Nye County Hospital District, a political subdivision of the State of Nevada, hereinafter referred to collectively as the ”District”.

1. Relationship of Parties. It is understood and agreed that the County shall in no event be construed or held to be a partner, joint venturer or associate of the District in the conduct of District’s business; nor shall County be liable for any debts incurred by District in District’s business.

2. Indemnification. District agrees to indemnify, defend and hold harmless County, its officers, employees, and agents, from, and against, any and all claims, demands, or actions by any person or entity which arise or result from any act or omission to act on the part of any officers, employees, and agents of District in connection with District’s operation of the hospital in Tonopah, Nevada and management of the property being transferred and assigned to District by County pursuant to a Quitclaim Deed dated August 6, 2019 and an Assignment of a Lease agreement dated August 6, 2019, assigning County’s lease with Renown Health to District.

3. Disclaimer of Representations and Warranties. County makes no representations or warranties regarding the condition, title, status or amount of the land, buildings, improvements thereon or any personal property belonging to or part of the real property transferred by way of the Quitclaim Deed dated August 6, 2019 described as *Section 1, Township 2 North, Range 42 East, F#852136 P.1A 5.5AC; Assessor’s Parcel #08-261-56* all of which are accepted by the District in their present status and condition and for which the District hereafter shall be responsible.

District understands that the hospital building(s) being transferred by County is/are many decades old and District understand that it is taking those buildings and grounds in an “as is” condition. In addition, District has been made aware of the issues set forth in Docket No. LV 17-1908 before the Nevada Occupational and Safety Review Board.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Memorandum of Agreement on the date herein above first appearing.

NYE COUNTY, NEVADA

NORTHERN NYE COUNTY
HOSPITAL DISTRICT

BY: _____

BY: _____

John Koenig, Chairman
Nye County Board of Commissioners

Roni Link, Chairwoman
Northern Nye County Hospital
District