

**RESOLUTION NO. 2022-R-8**

**A RESOLUTION AUTHORIZING DONATION OF SURPLUS EQUIPMENT TO A NON-PROFIT ORGANIZATION FOR EDUCATIONAL PURPOSES**

**WHEREAS**, Nevada Revised Statutes (“NRS”) 244.1505 authorizes the Carson City Board of Supervisors (“Board”) to donate commodities, supplies, materials and equipment that the Board has determined to have reached the end of their useful lives; and

**WHEREAS**, NRS 244.1505 authorizes such donations to nonprofit organizations created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which will provide a substantial benefit to the inhabitants of Carson City; and

**WHEREAS**, Carson City owns a 1993 Hi-Tech Spartan Gladiator Pumper Truck with vehicle number 7002 and fixed asset number 1002 (“Equipment”); and

**WHEREAS**, Carson City determined the Equipment has reached the end of its useful life and is therefore properly designated as surplus property; and

**WHEREAS**, Western Nevada College Foundation, a non-profit organization, has expressed an interest in obtaining the Equipment, “as-is,” for the use and benefit of Western Nevada College; and

**WHEREAS**, Western Nevada College is currently building a Fire Technology Program at the Carson City Campus; and

**WHEREAS**, Western Nevada College will use the donated Equipment as part of the Fire Technology Program, which will assist in the hands-on portions of the program; and

**WHEREAS**, the Western Nevada College Fire Technology Program, and the College’s paramedic program, should increase the local pool of qualified candidates for Carson City Fire Department and other local public safety positions, and supporting those programs provides a substantial benefit to the inhabitants of Carson City;

**NOW, THEREFORE, the Carson City Board of Supervisors resolves that:**


1. The Equipment has reached the end of its useful life;
2. The Equipment may be donated to Western Nevada College Foundation for the benefit and use of Western Nevada College and its Fire Technology Program; and

3. The Equipment shall be donated upon the parties' execution of the Warranty Agreement attached herewith as Exhibit A.

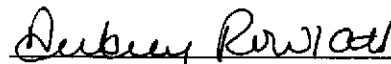
ADOPTED this 3<sup>rd</sup> day of March 2022.

AYES: Supervisor Stacey Giomi  
Supervisor Maurice White  
Supervisor Stan Jones  
Supervisor Lisa Schuette  
Mayor Lori Bagwell

NAYES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
LORI BAGWELL, Mayor  
Carson City, Nevada

ATTEST:

  
\_\_\_\_\_  
AUBREY ROWLATT  
Clerk-Recorder

**WARRANTY AGREEMENT**

This AGREEMENT is made by and between CARSON CITY ("Transferor"), a consolidated municipality and political subdivision of the State of Nevada, and the Western Nevada College Foundation, a non-profit organization, on this 3<sup>rd</sup> day of March 2022. Pursuant to the terms of this AGREEMENT, Transferor and Transferee agree as follows:

**1. Consideration and Transfer of Title**

- 1.1 At a mutually acceptable date and time, but not sooner than the date on which RESOLUTION NO. 2022-R-8 ("RESOLUTION") is duly passed and adopted by the Carson City Board of Supervisors, Transferee will, at Transferee's sole cost, expense and risk, take physical and legal possession of the Equipment described in the RESOLUTION and pursuant to which the Carson City Board of Supervisors has determined to be a surplus item lawfully suitable for donation under the provisions of NRS 244.1505.
- 1.2 The sole consideration to Transferor as a result of the transaction described by this AGREEMENT is the convenience of removal of the Equipment from the physical and legal possession of Transferor and the substantial community benefit described in the RESOLUTION. No monetary consideration shall be due to Transferor under the terms of this AGREEMENT.
- 1.3 Effective immediately upon Transferee's physical and legal possession of the Equipment, Transferor hereby transfers, assigns and conveys to Transferee all of Transferor's rights, title and interest in, and any duty, obligation or responsibility relating to, the Equipment.

**2. Disclaimer of Warranties and Limitation of Liability**

- 2.1 The Equipment will be conveyed to Transferee AS IS and WHERE IS. Transferor makes no warranties, express or implied, whether of title, merchantability or fitness for any particular purpose or use or otherwise, on the Equipment.
- 2.2 Under no circumstance will Transferor be liable to Transferee or any other person for any direct, indirect, incidental, special or consequential damages arising out of or relating to this AGREEMENT or the Equipment.

**3. Entire Agreement**

- 3.1 This AGREEMENT represents and embodies the entire agreement between Transferor and Transferee with respect to the Equipment. This AGREEMENT supersedes all prior oral and written, and all contemporaneous oral communications, agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

**4. Governing Law**

**4.1** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Nevada as applicable to agreements made and wholly performed in Nevada.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT as of the date first written above:

**TRANSFEROR:**

**CARSON CITY,**  
a consolidated municipality and  
political subdivision of the State of Nevada.

By:



Dated: 3/4/22

\_\_\_\_\_  
Lori Bagwell, Mayor

and

**WESTERN NEVADA COLLEGE FOUNDATION,**  
a non-profit organization.

By:



Dated: 3/10/22

\_\_\_\_\_  
Niki Gladys, Executive Director of Advancement