

**RESOLUTION NO. 2023-R-10**

**A RESOLUTION AUTHORIZING DONATION OF SURPLUS EQUIPMENT TO ANOTHER GOVERNMENTAL ENTITY FOR PUBLIC SAFETY 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 the county; and

**WHEREAS**, Carson City owns 20 Panasonic CF-31 in-car computers, with the Carson City Asset Numbers shown in Exhibit A to this resolution, and three computer mounts (collectively, “Equipment”); and

**WHEREAS**, the Carson City Sheriff’s Office (“CCSO”) used the Equipment for field operations, but the Equipment is no longer compatible with CCSO technology infrastructure; and

**WHEREAS**, Storey County, a neighboring governmental entity, has expressed interest in obtaining the Equipment, “as-is,” for the use and benefit of its own Sheriff’s Department (“SCSO”); and

**WHEREAS**, SCSO will use the Equipment to increase efficient communication and improve public safety, which provides a substantial benefit to the inhabitants of both Storey County and Carson City; and

**NOW, THEREFORE, the Board resolves that:**

1. The Equipment has reached the end of its useful life;
2. The Equipment may be donated to Storey County for use by SCSO to promote public safety; and
3. The Equipment may be donated upon the parties’ execution of the Warranty Agreement attached herewith as Exhibit B.


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ADOPTED this 18th day of May 2023.

AYES: Supervisor Stacey Giomi  
Supervisor Maurice White  
Supervisor Curtis Horton  
Supervisor Lisa Schuette  
Mayor Lori Bagwell

NAYES: None

ABSENT: None

  
\_\_\_\_\_  
LORI BAGWELL  
Mayor

ATTEST:  
  
\_\_\_\_\_  
WILLIAM SCOTT HOEN  
Clerk-Recorder

**Exhibit A**  
**(Carson City Asset Detail)**

Equipment Proposed for Donation  
Panasonic CF-31 Computers

	<b>Serial</b>	<b>Asset Tag Number</b>
1	9IKKc85070	8236
2	6BKSa60697	9619
3	9IKKC84993	8242
4	3LYA75275	9151
5	9IKKCC85119	8235
6	9IKKC84816	8238
7	6LKSa96246	9772
8	2JTYA99210	8730
9	9IKKC85049	8233
10	3LYA75115	9152
11	9IKKC85072	9237
12	9IKKC85022	8243
13	7FKKA17884	9916
14	9HKKC82783	8245
15	6LKSA96496	9776
16	6LKSA96197	9774
17	6LKSA96201	9773
18	9IKKC85181	8241
19	7FKKA12870	9914
20	3BTYA24770	3991

**Exhibit B**  
**(Warranty Agreement)**

**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 STOREY COUNTY ("Transferee"), a county and political subdivision of the State of Nevada, on this \_\_\_\_\_ day of \_\_\_\_\_ 2023. 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. 2023-R-\_\_\_\_\_ ("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: \_\_\_\_\_

\_\_\_\_\_

Lori Bagwell, Mayor

and

TRANSFeree:

STOREY COUNTY,  
a county and political subdivision  
of the State of Nevada.

By:

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_