

## **HOLD HARMLESS AGREEMENT**

This agreement (“Agreement”) is made and entered into between the City of Sparks, (“City) and Washoe County, and the proposed recipient (hereafter referred to as the “Owner”), of the City’s City of Sparks Unit Reference #6210, 1984 Caterpillar Grader 130G, VIN # 7GB00450 (the “Property”), as described in Exhibit A, Surplus Property Transfer Form.

### **WITNESSETH:**

**WHEREAS**, the City desires to donate, give or otherwise dispose of the Property to Owner; and

**WHEREAS**, the Owner understands that the Property is given or donated in “As Is and Where Is” condition, with no guarantees of any type of warranty or that the donated property is in any condition for or fit for a particular use; and

**WHEREAS**, the City desires to donate or give the Property to Owner, provided that the Owner defend, indemnify, assume the risk of and hold the City its officers and employees harmless from any and all liability or damages, including but not limited to attorney’s fees and costs, personal injury, including death, property damage, physical damage and destruction to the Property which damages directly and foreseeably result from the use or possession of the Property or other related activities involving the Property (“Damages”);

**NOW THEREFORE**, in consideration of the foregoing recitals which are incorporated into the following the parties agree as follows:

1. The City agrees to donate, give or otherwise give full title of the Property to Owner and, Owner agrees to accept full ownership of the Property for use by Owner of the Property as allowed by law.

2. Owner represents that by signing this Agreement that Owner agrees to become the sole owner of the Property.
3. As sole owner of the Property, Owner assumes the risk of and releases the City from any claim for damages from or to the Property which directly and foreseeably results from the Owner's use or possession.
4. The Owner assumes the risk of and shall indemnify, defend, and hold harmless the City from any and all damages pursuant to this Agreement.
5. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the City and Owner.
6. Neither party shall transfer, assign, or attempt to assign this Agreement or any part thereof to any third party without prior written consent of the other party, which consent may be withheld in either party's sole and absolute discretion.
7. This Agreement represents the entire understanding of the parties with respect to the matters contained herein. Any prior oral or written understanding between the parties shall be of no effect with respect to the terms of this Agreement. No modification or amendment of this Agreement shall be effective unless written and signed by the parties.
8. The parties hereto each represent that they have full authority to sign this Agreement.
9. This Agreement shall not be construed for or against a party by virtue of which

party drafted the terms and conditions of this Agreement. This Agreement shall be construed and interpreted under the laws of the State of Nevada.

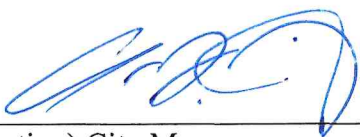
10. The failure of either party to enforce any provision of this Agreement shall not be construed or considered a waiver or release of such provision or any other provision and such provisions shall remain in full force and effect.
11. The undersigned represents that each of them has read this Agreement and understands all of its terms and conditions, and that they are executing it voluntarily and with full knowledge of its significance.
12. The parties agree that any and all disputes arising from this Agreement or the Owner's use of the Property, including any claims for personal injury or death, will be governed by the laws of the State of Nevada, and exclusive jurisdiction thereof will be in the State Court of the County of Washoe, State of Nevada.
13. In the event that any portion of this Agreement is found to be unenforceable, the remaining terms and conditions shall be fully enforceable, and this Agreement shall be binding to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the parties executed this Agreement in the City of Sparks,  
County of Washoe, State of Nevada:

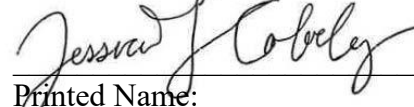
OWNER (entity name): Washoe County

CITY:

\_\_\_\_\_  
Title:  
Printed Name:  
Date:

  
\_\_\_\_\_  
(Acting) City Manager  
Printed Name: Alyson McCormick  
Date: 7/9/2025

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Jessica J. Coleley", written over a horizontal line.

Printed Name:

CITY ATTORNEY'S OFFICE

# Exhibit A

## SURPLUS PROPERTY TRANSFER FORM



FROM:

Dept/Division

Community Services / Public Works

DATE:

4/22/25

Contact Person

Mark Andersen

Phone Number

775-691-1200

Fax Number

775-353-2390

### Instructions:

Departments/Division may **not** dispose of surplus property without prior approval from the Purchasing Manager. Please mail or fax the completed form to Purchasing, fax number is 353-2399.

The Property listed on this form is surplus to the needs of this Department/Division for the following reasons(s):

Mark (X) to all that apply

- ☒ No longer needed to perform the duties of the department/division.
- ☐ Broken and cost to repair is not economical.
- ☐ Obsolete and not compatible with newer equipment.
- ☒ Other (Explain) Military surplus

Please mark (X) indicating the following disposition of this surplus property

- ☐ No preference
- ☐ Sell at public auction
- ☒ Transfer to Washoe County
- ☐ Donation to non-profit organization - Specify \_\_\_\_\_
- ☐ Other (Explain): \_\_\_\_\_

Description And/or Make / Model	Serial #	Mileage / Hours	City tag # Or Vehicle #	Current Depreciated Value and Est. Sales Price	Condition
<u>1984 Caterpillar Grader 130G</u>	<u>76800450</u>		<u>6210</u>	<u>\$7,500.00</u>	<u>Used/old</u>

Authorized Signature

(For Purchasing Use Only)

- ☐ APPROVED
- ☐ DENIED

SPECIAL INSTRUCTIONS \_\_\_\_\_

Purchasing Manager

Date:

(12-12-06)