

RESOLUTION  
FOR DONATION OF COMPUTERS AND PERIPHERALS FROM  
CLARK COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY  
TO THE BLIND CENTER OF NEVADA

WHEREAS, NRS Chapter 244.1505 authorizes the Board of County Commissioners to donate commodities, supplies, materials and equipment the Board determines to have reached the end of its useful life to a nonprofit organization which shall provide substantial benefit to the inhabitants of the County; and

WHEREAS, NRS 244.1505 authorizes the donation to nonprofit organizations created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which shall provide a substantial benefit to the inhabitants of the County; and

WHEREAS, the Information Technology Department throughout the year identifies various surplus computers, peripherals and telecommunications devices that have reached the end of their useful lives and are designated as surplus property; and

WHEREAS the Blind Center of Nevada, a qualified non-profit, has expressed an interest in obtaining the surplus computers, peripherals and telecommunications devices; and

WHEREAS, the donation of surplus computers, peripherals and telecommunications devices as authorized herein, is hereby determined by the Board of County Commissioners to be a substantial benefit to the inhabitants of the county.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners authorizes the Information Technology Department to declare miscellaneous computers, peripherals and telecommunications devices as surplus and to donate said items to the Blind Center of Nevada throughout the period from June 30, 2022 to June 30, 2027, with five optional annual renewal periods, as determined by the Clark County Chief Information Officer by execution of the Agreement of Transfer of Property, provided the following criteria are met:

1. The miscellaneous computers, peripherals and telecommunications devices have reached the end of their useful lives and are documented as surplus property.
2. All software is deleted from the computers, peripherals and telecommunications devices prior to donation.
3. No software licenses, except for identifiable Original Equipment Manufacturer operating systems, will be transferred as part of the donation.
4. The surplus computers, peripherals and telecommunications devices will be utilized to the benefit of the Blind Center of Nevada and its many programs.

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5. An Agreement of Transfer of Property, a copy of which is attached, is executed for each term of this Resolution.

PASSED, ADOPTED, AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, NEVADA


By:

\_\_\_\_\_  
JAMES B. GIBSON, Chairman

ATTEST:

\_\_\_\_\_  
LYNN GOYA  
County Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
NICHOLE KAZIMIROVICZ  
Deputy District Attorney

## **AGREEMENT OF TRANSFER OF PROPERTY**

The COUNTY OF CLARK, by and through its Information Technology Department (herein after referred to as COUNTY), hereby agrees to transfer computers, peripherals and telecommunications devices (hereinafter referred to as PROPERTY), to the Blind Center of Nevada (hereinafter referred to as RECIPIENT), 1001 N. Bruce Street, Las Vegas, NV 89101.

THIS AGREEMENT OF TRANSFER OF PROPERTY IS PURSUANT TO NRS CHAPTER 244.1505, WHICH AUTHORIZES THE COUNTY TO DONATE MATERIALS, SUPPLIES AND EQUIPMENT THAT IT DETERMINES TO HAVE REACHED THE END OF THEIR USEFUL LIVES.

### **PROPERTY**

The COUNTY will provide a list of designated PROPERTY to be donated at the time of notification of pick-up. RECIPIENT accepts the PROPERTY "AS IS" and acknowledges that the PROPERTY is used. There are no warranties applicable to the PROPERTY whatsoever, and no software licenses are being transferred as part of this Agreement. RECIPIENT, by signing this Transfer Agreement, waives its right to seek damages of any nature from COUNTY or its employees arising out of the transfer of said PROPERTY to RECIPIENT.

The COUNTY is responsible for:

1. Notifying the RECIPIENT, in writing, when PROPERTY is available.
2. Providing the location, contact name and phone number for each location prior to pick-up.
3. Coordination of the pick-up of PROPERTY as required.

The RECIPIENT is responsible for:

1. Transportation of the PROPERTY from COUNTY'S using department to RECIPIENT'S point of destination.
2. Ensuring pick-up and acceptance of all designated PROPERTY within five (5) working days after notice of the donation. If RECIPIENT refuses to pick-up certain designated property based on its condition, COUNTY reserves the right to cancel this AGREEMENT.
3. Ownership of PROPERTY at time of pick-up.
4. Maintaining and providing a current list of personnel authorized for pickup of PROPERTY.
5. Ensuring the property will be utilized to the benefit of its programs.

RECIPIENT OR ITS AUTHORIZED REPRESENTATIVE ACKNOWLEDGES THAT BY SIGNING BELOW THAT HE/SHE HAS READ, UNDERSTANDS AND ACCEPTS ALL THE CONDITIONS OF THE AGREEMENT.

BY: CLARK COUNTY

BY: BLIND CENTER OF NEVADA

\_\_\_\_\_  
BOB LEEK  
Chief Information Officer

\_\_\_\_\_  
TODD IMHOLT  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date