

WAIVER AND RELEASE

This Waiver and Release Agreement (“Agreement”) is made and entered into this __ day of _____, 2017, by and between the City of Reno (“City”), Washoe County (“County”) and High Sierra Industries-Washoe Ability Resource Center (“HSI-Washoe ARC”);

WITNESSETH

WHEREAS an Interlocal Agreement was entered into between the City of Reno (“City”), Washoe County (“County”) and the Washoe Association for Retarded Citizens (“WARC”) on December 22, 1980 in which the City and County agreed to and did provide grant funding to WARC to allow WARC to purchase certain land described in the Interlocal Agreement for the purposes of expanding the then-present WARC workshop area or for another eligible community development activity approved by the City and County; and,

WHEREAS the Interlocal Agreement had a 99 year term during which time the property could not be sold without the consent of City and County without incurring certain obligations to repay to City and County the funds granted plus a proportionate share of any appreciation; and,

WHEREAS WARC later changed its name to Washoe Ability Resource Center and conveyed the property to Washoe Ability Resource Center (“Washoe ARC”) on or around January 4, 2012; and,

WHEREAS WARC and Washoe ARC used and continued to use the property consistent with the purposes of the grant funding and as required by the Interlocal Agreement for 35 years until the property was sold on July 17, 2015; and,

WHEREAS City and County, being aware of the sale in 2015 and having no objection to the same desire to conclude and terminate the Interlocal Agreement, and to waive and release HSI-Washoe ARC from any further duty or obligation to repay to City or County any grant funds or the proportionate increase in appreciation resulting from the sale of the property in 2015 as required by the Interlocal Agreement in exchange for a release by HSI-Washoe ARC.

NOW THEREFORE in consideration of the foregoing promises and mutual covenants, agreements and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and with full incorporation of the recitals set forth above, the Parties to the Interlocal Agreement dated December 22, 1980 do hereby agree as follows:

1. Termination of Agreement. The purposes underlying the original Interlocal Agreement dated December 22, 1980 have been fulfilled by WARC and HSI-Washoe ARC and it is therefore terminated effective as of the signing of this Agreement.

2. Waiver and Release of HSI-Washoe ARC’s Duty to Repay. City and County, by and through their respective governing bodies, do hereby withdraw, waive and release Washoe ARC from any duty or obligation to repay to City or County any grant funds or the proportionate increase in appreciation resulting from the sale of the property in 2015.

3. Waiver and Release of City and County. HSI-Washoe ARC, for and in further consideration of the execution of this Agreement, agrees to withdraw, waive and to release City and County from any liability with regard to any and all complaints and legal causes of action of whatever kind or nature which HSI-Washoe ARC has or may have in the future against City and County, which is based on, or arising out of, the Interlocal Agreement.

4. Hold Harmless and Indemnification. Notwithstanding the termination of the Interlocal Agreement as described in Paragraph 1, above, HSI-Washoe ARC agrees that neither City nor County shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by HSI-Washoe ARC, its staff or clientele, or any successor organization, and HSI-Washoe ARC agrees to hold harmless and indemnify City and County against any and all liabilities for all such debts, obligations, and negligence.

5. Entire Agreement. This Agreement contains the entire agreement of the Parties as to those matters covered hereunder and supersedes any oral or written understandings or agreements between the aforementioned parties. No agreement, statement, representation, or promise by any party hereto which is not contained herein shall survive the execution of this Agreement.

6. Non-Precedential. Nothing in this Agreement shall be used as precedent in any future action or dispute between City, County and HSI-Washoe ARC involving any other agreement, nothing in this Agreement shall constitute or imply a waiver of any default or remedy that may be existing in any other Agreement between the Parties, and nothing in this Agreement does or is intended to establish a course of conduct or imply that other similar agreements of this nature will be made in the future.

7. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

8. Applicable law and exclusive forum. The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

WASHOE COUNTY

By: _____
Bob Lucey, Chairman
Washoe County Commission

By: _____

Attest:

Washoe County Clerk

APPROVED AS TO FORM ONLY:

By: _____
District Attorney

THE CITY OF RENO

Attest:

Hillary Schieve
Mayor

Ashley Turney
City Clerk

APPROVED AS TO FORM ONLY:

Deputy City Attorney

HSI-Washoe ARC

By: _____
Lavonne Brooks
President