

INTERLOCAL AGREEMENT FOR PURCHASE OF
REAL PROPERTY FOR THE WASHOE ASSOCIATION
FOR RETARDED CITIZENS, INCORPORATED

This Agreement made and entered into this 22ND day of December, 1980, by and between the City of Reno, Nevada, a municipal corporation existing under and by virtue of the laws of the State of Nevada, hereinafter "City" and the County of Washoe, a political subdivision of the State of Nevada, hereinafter referred to as "County" as implementors of the Community Development Block Grant, CDBG program, hereinafter referred to as the Community Development Program, and the Washoe Association for Retarded Citizens, Incorporated (WARC), Reno, Nevada, a nonprofit corporation existing under and by virtue of the laws of the State of Nevada, hereinafter referred to as the subgrantee agency.

W I T N E S S E T H:

WHEREAS, The City on June 26, 1979 and June 30, 1980 and the County on September 19, 1980 received block grants from the Department of Housing Urban Development (HUD) under Title I of the Housing Community Development Act of 1974, providing for the implementation of a community development program; and

WHEREAS, Pursuant to such grants City and County are undertaking certain activities, programs, and services necessary for the planning, implementation, or execution of such community development programs; and

WHEREAS, City and County desire to engage the subgrantee agency to render certain services, programs and assistance to meet the goals and objectives of the community development program more specifically, to expand services to the mentally retarded and developmentally disabled; and

WHEREAS, WARC is desirous of utilizing said money for the purchase of property located at Ninth and Sutro

Streets, Reno, Nevada, as is more fully described as follows:

Commencing at the South quarter corner of said Section 1, thence North 2°07'42" East, 748.29 feet to a point on the East right-of-way of Sutro Street and the North line of U.S. Interstate 80; thence South 89°57'38" East along said North line of U.S. Interstate 80 256.24 feet to the TRUE POINT OF BEGINNING; thence continuing South 89°57'38" East along said North line of U.S. Interstate 80 139.90 feet; thence North 0°12'47" West, 229.93 feet; thence North 89°57'38" West, 401.32 feet to a point on the said East line of Sutro Street; thence South 1°30'07" East along said East line 30.01 feet; thence South 89°57'38" East, 260.74 feet; thence South 0°12'47" East, 199.93 feet to the point of beginning.

NOW, THEREFORE, It is agreed by and between the parties as follows:

1. Through their respective Community Development Block Grant programs the City agrees to provide \$100,021 and the County agrees to provide \$59,000 for the purchase of the subject property.
2. The subgrantee agency agrees to close on the purchase of the property within fifteen (15) days after the signing of this Agreement.
3. The subgrantee agency agrees to provide the City and the County with a copy of the escrow instructions between the subgrantee agency and the seller of said property.
4. Said property described above will be held in fee in the name of WARC and that if WARC sells or otherwise disposes of said property without City and County approval or if the facility is not used as a workshop or for another activity as approved by the City and the County during the ninety-nine (99) years this Agreement is in effect, the City will receive its disbursement of \$100,021 plus its proportionate share of any appreciation realized from such sale or disposition and the County will receive its disbursement of \$59,000 plus its proportionate share of any appreciation realized from such sale or disposition.

5. This Agreement shall not be assignable. However, this Agreement shall inure to the benefit of and be binding upon the respective successors of the parties hereto.

6. WARC Shall fully inform City and County of all transactions concerning said property, utilization thereof, and supply copies of title instruments.

7. The subgrantee agency agrees to use the property to expand the present WARC workshop area or for another eligible community development activity as approved by the Community Development Program, the City and the County.

8. The subgrantee agency agrees to follow the procedures set forth in the Community Development Program Subgrantee Agency Administrative Manual which provides guidelines for the administration and financial management of the facility and the subgrantee agency agrees to file monthly reports and quarterly summaries as designated in Section IV of said manual with the County and the City.

9. The subgrantee agency agrees to include the expansion of the WARC facility under its blanket insurance coverage both as to public liability and property damage and to provide City and County with proof of such coverage upon demand by City and/or County.

10. If any legal action is filed against the subgrantee agency, said subgrantee agency shall immediately notify the City and the County.

11. The subgrantee agency agrees to establish safeguards to prohibit individuals associated with the agency from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. The subgrantee agency agrees that no funds received under this Agreement shall be used for publicity or propaganda purposes

designed to support or defeat legislation pending before federal, state, or local governments.

13. Subgrantee agency agrees that in accordance with Section 109 of the Housing and Community Development Act of 1974 and Title VI of the Civil Rights Act of 1964, (P.L. 88-352), no person shall on the grounds of sex, race, color, handicap or national origin be excluded from participation in, be denied the benefits of or otherwise be subject to discrimination in regard to the services available by the subgrantee agency.

14. The subgrantee agency agrees that neither City, nor County, nor the Community Development Department staff shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by the subgrantee agency, its staff or clientele and the subgrantee agency agrees to hold harmless and indemnify City and County for the Community Development Program from and against any and all liabilities for debts, obligations and negligence.

15. The undersigned person signing as an officer on behalf of the subgrantee agency, a party to this Agreement hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said subgrantee agency and to bind the same to this Agreement, and further, that said subgrantee agency has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

16. The subgrantee agency agrees to comply with the requirements of OMB Circular A-102, Attachments A, B, C, E, G, N and O in carrying out the operation of the WARC workshop.

17. The terms of this Agreement shall be for ninety-nine (99) years beginning the date this Agreement is executed.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF WASHOE

By *Bill Farn*
Chairman, Board of Washoe
County Commissioners

ATTEST:



Julie Bailey
City Clerk

CITY OF RENO

By *Robert Bennett*
Mayor

ATTEST:



Julie Bailey
City Clerk

APPROVED AS TO LEGAL FORM:

By *Patricia A. Lynch*, Assistant
City Attorney

By *Carolyn*, Deputy DA
District Attorney

By *Lawrence*
Director, Washoe Association
of Retarded Citizens

By *[Signature]*

By _____

