

W.F. 0111. MARK PALMER  
R.W.

THIS AGREEMENT, made and entered into this 6th day of April, 1989, by and between the COUNTY of DOUGLAS, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and the ZEPHYR HEIGHTS GENERAL IMPROVEMENT DISTRICT, hereinafter referred to as the GENERAL IMPROVEMENT DISTRICT.

WITNESSETH

WHEREAS, the COUNTY and GENERAL IMPROVEMENT DISTRICT desire to jointly participate in constructing the realignment of both North Martin Drive and Lee View Drive into a single combined access to U.S. Highway 50.

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BARBARA W. WILE  
CLERK  
DEPUTY

FILED  
NO. 89.011

NOW THEREFORE, in consideration of the premises and of mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

COUNTY AGREES

- 1) To be responsible for and to perform preliminary engineering.
- 2) To accomplish the engineering design and preparation of contract documents including plans, specifications, and estimates.
- 3) To allow the GENERAL IMPROVEMENT DISTRICT to review the plans and specifications and to approve those features and items for which the GENERAL IMPROVEMENT DISTRICT assumes a funding and/or maintenance responsibility, provided that the General Improvement District responds within fourteen (14) days of receipt of the aforementioned. Otherwise COUNTY shall proceed.
- 4) To advertise the contract in accordance with the COUNTY'S rules and procedures.
- 5) To award the contract to the lowest responsive and responsible bidder.
- 6) To allow the GENERAL IMPROVEMENT DISTRICT to review and approve all change orders, contract modifications and supplemental agreements which involve features or items for which GENERAL IMPROVEMENT DISTRICT assumes a funding or maintenance responsibility, provided that the GENERAL IMPROVEMENT DISTRICT responds within seven (7) days of receipt of such items. Otherwise COUNTY shall proceed.
- 7) To allow the GENERAL IMPROVEMENT DISTRICT to observe, review and inspect project construction work to insure compliance with plans, specifications and the agreement with the understanding that any and all items of concern are reported to the COUNTY'S resident engineer for correction and not to the contractor.

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8) To be responsible for coordinating project development with the GENERAL IMPROVEMENT DISTRICT in a joint effort to insure timely completion of all design and construction.

9) To be responsible for actual construction costs to be based on actual quantities and contractor's bid prices.

GENERAL IMPROVEMENT DISTRICT AGREES

1) To reimburse the COUNTY for THIRTY THOUSAND DOLLARS of the total project costs. Reimbursement will be made in a lump sum payment within sixty (60) days following the completion and acceptance of the construction contract by the GENERAL IMPROVEMENT DISTRICT.

2) To require those utility companies having franchise agreement with the GENERAL IMPROVEMENT DISTRICT to relocate their facilities to accommodate the new improvements.

3) To accept maintenance responsibility for the new improvements.

IT IS MUTUALLY AGREED

1) This project will be designed in accordance with COUNTY standards, criteria and policies. Any additional cost resulting from items of improvement requested by GENERAL IMPROVEMENT DISTRICT that exceeds COUNTY standards, criteria, and policies shall be the responsibility of the GENERAL IMPROVEMENT DISTRICT.

2) This project is contingent upon the availability of funds and the COUNTY and GENERAL IMPROVEMENT DISTRICT reserve the right to withdraw their obligations as set forth in this agreement, at any time prior to advertising for bids.

3) This agreement shall be terminated when construction of all improvements contemplated herein have been completed and each party has received the required reimbursement from the other party, save and except the responsibility for maintenance as specified herein.

4) All work performed and materials furnished shall be in accordance with plans and specification prepared by COUNTY.

5) If any action is required to enforce the provisions of this Agreement, the breaching party shall pay all reasonable expenses of the non-breaching party incurred thereby, including, but not limited to attorney's fee and interest at the legal rate.

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IN WITNESS THEREOF, COUNTY and GENERAL IMPROVEMENT DISTRICT have caused this agreement to be executed by their duly authorized officers on this date first written.

COUNTY OF DOUGLAS  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: Barbara Reed  
Barbara Reed, County Clerk

BY: Michael E. Fischer  
Michael E. Fischer, Chairman

Date of Commission Action:

COUNTY OF DOUGLAS, STATE OF NEVADA

April 6, 1989

Timothy C. Homann  
Timothy C. Homann,  
Public Works Director

Thomas P. Duffey  
Thomas P. Duffey  
Zephyr Heights General Improvement District

REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

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DATE: April 6, 1989  
B. Reed, Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

SUZANNE BEAUDREAU  
RECORDER

\$ 0 PAID K-12 DEPUTY

By Judith Hoffman Deputy

**SEAL**