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No. 90.097

NF
PW
County, E-9

Hwy. Agreement No. **NM 257-90-012**

M. N. ... DEPUTY

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 19TH day of JULY, 1990, by and between the STATE OF NEVADA, acting through its DEPARTMENT OF TRANSPORTATION, hereinafter referred to as STATE, and DOUGLAS COUNTY, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, pursuant to the provisions of NRS Chapter STATE and COUNTY are authorized to enter into agreements for the performance of any governmental service which either STATE or COUNTY is authorized to perform and which includes, but is not limited to, the joint design, construction, maintenance and repair of traffic control improvements; and

WHEREAS, STATE proposes to allow Douglas County Public Works to design and construct traffic signal systems at the intersections of US 395 with Waterloo Lane in Douglas County, State of Nevada; and

WHEREAS, said traffic signal systems will greatly minimize and mitigate danger to pedestrian and vehicular traffic; and

WHEREAS, said traffic signal systems will be of great benefit to the citizens of COUNTY, STATE and to the traveling public in general.

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

STATE AGREES:

1. To allow, at no cost to STATE, Douglas County Public Works to design and construct traffic signal systems at the intersections of US 395 with Waterloo Lane in Douglas County, State of Nevada as developed on construction plans which are acceptable to the Chief Road Design Engineer of the State of Nevada Department of Transportation and the Director of Public Works of Douglas County.
2. To approve the plans and specifications for construction of said traffic signal systems, when said plans and specifications are acceptable to the Chief Road Design Engineer of the Nevada Department of Transportation.

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3. To participate in the cost of the replacement of equipment necessary for major repairs to said traffic signal system provided the cost of said equipment exceeds \$1,000.00 and is unrecoverable by insurance or other means, such as judgements. This participation to be one hundred percent (100%) of the costs of major equipment items replaced. Said major equipment items will be limited to controller, poles, signal heads and mast arms.

COUNTY AGREES:

1. To approve the plans and specifications for construction of said traffic signal systems, when said plans and specifications are acceptable to the Director of Public Works of Douglas County.

2. To operate, maintain and provide energy for said systems in a manner satisfactory to STATE without cost to STATE except as set forth in paragraph 3 of STATE AGREES on page 1 of this Agreement, after completion of the construction of said systems.

3. COUNTY will be responsible for any loss, damage, liability, cost of expense caused by the actions or nonactions of its employees, servants or agents under this Agreement while operating and maintaining said signal systems.

IT IS MUTUALLY AGREED:

1. All work contemplated by this Agreement shall be done in a good and workmanlike manner and to the satisfaction of all the parties hereto.

2. This Agreement constitutes the entire agreement between the parties and may only be modified, altered or amended in writing with the mutual consent of the parties.

3. All written notices required under this Agreement shall be delivered to the following persons at the address shown:

For STATE:

Garth F. Dull, Director
State of Nevada, Department of Transportation
1263 South Stewart Street
Carson City, NV 89712
Telephone: 687-5440

For CITY:

Chairman
Douglas County
Board of County Commissioners
P. O. Box 218
Minden, Nevada 89423
Telephone: 782-9821

This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.


5. The Laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

6. This Agreement constitutes the entire contract between the parties and supersedes any previous Agreement. This Agreement shall not be modified unless in writing and signed by the parties.

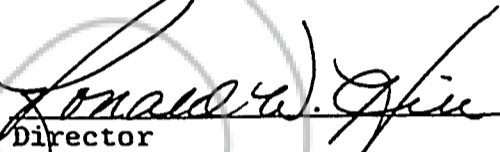
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

DOUGLAS COUNTY

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION



Chairman
Douglas County Board of Commissioners



DEPUTY Director

Attest:

Attest:




County Clerk



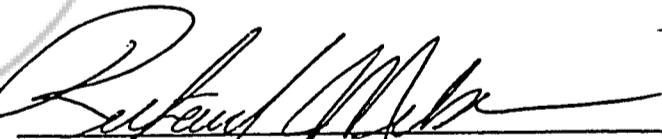
Administrative Services Office

Recommended:



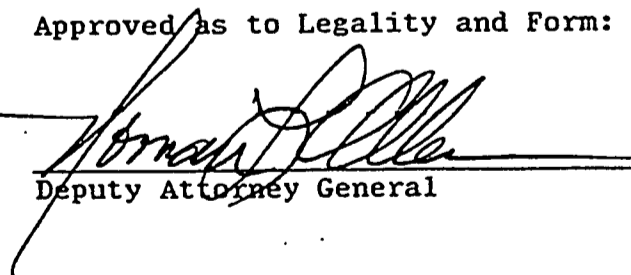
Chief Traffic Engineer

Recommended:



District Engineer

Approved as to Legality and Form:



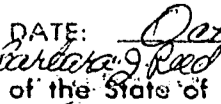
Deputy Attorney General

Reviewed 
Agreement Coordinator

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.

SEAL

DATE: October 15, 1990
 Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By  Deputy

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COPY

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

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SUZANNE BEAUDREAU
RECORDER

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\$ 0 PAID K12 DEPUTY

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