

FILED NF
96-100 Comm Dev
Self Folitz

INTERLOCAL AGREEMENT

JUL -9 P2:18

THIS AGREEMENT, made and entered into this 29th day of May, 1996

BARBARA REID
CLERK
[Signature]
DEPUTY

and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as STATE) and DOUGLAS COUNTY, STATE OF NEVADA, (hereinafter referred to as COUNTY).

WITNESSETH:

WHEREAS, pursuant to the provisions of NRS Chapter 277, STATE and COUNTY are authorized to enter into agreement for the performance of any governmental service which either STATE or COUNTY is authorized to perform, which includes, but is not limited to, the joint construction, maintenance and repair of advanced lighted warning signs; and

WHEREAS, STATE proposes to construct advanced lighted warning signs at the intersection of State Route 88 and Centerville Rd. in Douglas County, Nevada; and

WHEREAS, the construction of the advanced lighted warning signs will enhance safety for vehicular traffic; and

WHEREAS, the construction of the advanced lighted warning signs will be of great benefit to the citizens of STATE and COUNTY 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 design and construct said advanced lighted warning signs in Douglas County, Nevada as developed on construction plans which are acceptable to the Director of Community Development for Douglas County, Nevada.
2. To allow COUNTY to inspect the installation of said advanced lighted warning signs with the understanding all concerns shall be directed to STATE's engineer and not to the contractor.
3. To pay One Hundred Percent (100%) of the costs for the design and construction of said advanced lighted warning signs, estimated to cost Seventy Nine Thousand Dollars (\$79,000.00).
4. To participate in all costs of replacement necessary for major repairs of the advanced lighted warning signs due to accidental damage provided repairs exceed \$1,000.00 and is unrecoverable by insurance or other means. This participation to be One Hundred Percent (100%) of the cost of all equipment items replaced.

COUNTY AGREES:

1. To timely approve the plans for the proposed advanced lighted warning signs as prepared by STATE, said plans being acceptable to the Director of Community Development of Douglas County.
2. To operate, maintain and provide the energy costs for said advanced lighted warning signs in a satisfactory manner after construction and upon final acceptance of the work by STATE, and without cost to STATE, except as stated in paragraph 4 of "STATE AGREES"

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 parties hereto.
2. Any future modification to the above advanced lighted warning signs shall be covered by this Agreement and approval shall be indicated by letter and signed by the parties.
3. Each party agrees to indemnify and hold harmless the other party to the extent provided by law, including, but not limited to, Nevada Revised Statutes Chapter 41, from and against any liability arising out of the performance of this Agreement proximately caused by any act or omission of its officers, agents and employees.
4. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.
5. This Agreement shall inure and be binding upon the respective successors and assigns of the parties hereto.
6. This Agreement constitutes the final agreement between the parties and shall not be modified unless in writing and signed by the parties.

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

FOR STATE

Thomas E. Stephens P.E., Director
State of Nevada
Department of Transportation
Attn: Robert Hilderbrand
1263 South Stewart Street
Carson City, NV 89712
Telephone: (702) 687-5440

FOR COUNTY

Robert Nunes, Director
Douglas County Department of Community Development
P.O. Box 218
Minden, NV 89423
Telephone: (702) 782-6201

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

DOUGLAS COUNTY

Robert A. Alquist
Commission Chairman

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

Thomas E. [Signature]
Director

ATTEST:

Barbara J. Reed
County Clerk
By: Dorothy Young, Deputy

[Signature]
Director of Community Development

RECOMMENDED:

[Signature]
District Engineer

Approved as to Legality and Form:

[Signature]
Deputy Attorney General

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

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LINDA SLATER
RECORDER

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PAID DEPUTY

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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.

DATE: July 9, 1996
B. Reed Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL

LOCAL GOV'T ORIGINAL