

FILED  
NO. 97-0666

NF  
Comm Dev  
Jeff Foltz

'97 MAY 14 A9:42

BARBARA REED

## INTERLOCAL AGREEMENT

BY  CLERK

THIS AGREEMENT, made and entered into this 3rd day of April, 1997 by and between Douglas County, State of Nevada, (COUNTY), and Douglas County School District, State of Nevada, (DISTRICT).

### RECITALS:

Pursuant to the provisions of NRS Chapter 277, COUNTY and DISTRICT are authorized to enter into agreement for the performance of any governmental service which either COUNTY or DISTRICT is authorized to perform, which includes, but is not limited to, the joint construction of flashing yellow school warning lights on Stephanie Lane, near the Pinion Hills Elementary School.

The COUNTY proposes to construct flashing yellow school warning lights together with necessary controls and appurtenances on Stephanie Lane (PROJECT).

The construction of this PROJECT will enhance safety for pedestrians and vehicular traffic.

The construction of this PROJECT will be of great benefit to the citizens of COUNTY and students of the DISTRICT.

In consideration of the promises contained, the parties agree as follows:

### COUNTY AGREES:

1. To design and cause to be constructed the PROJECT in Douglas County, Nevada in accordance with plans which are acceptable to DISTRICT.
2. To bill DISTRICT, upon completion of PROJECT, 50% of PROJECT costs.

### DISTRICT AGREES:

1. To approve plans prepared for PROJECT.
2. To pay within 30 days, upon receipt of COUNTY billing, 50% of PROJECT costs.
3. To operate, maintain and provide energy costs for the flashing yellow school warning lights.

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IT IS MUTUALLY AGREED:

1. Each party agrees to indemnify and hold harmless the other party to the extent provided by law, including, but not limited to, NRS Chapter 41, from and against any liability arising out of the performance of this agreement proximately caused by any act of omission of its officers, agents and employees.
2. This agreement shall be construed and interpreted according to the laws of the State of Nevada.
3. This agreement shall inure and be binding upon the respective successors and assigns of the parties.
4. This agreement constitutes the final agreement between the parties and shall not be modified unless in writing and signed by both parties.
5. All written notices regarding this agreement shall be delivered to the following:

FOR COUNTY: Robert Nunes, P.E., Director  
Douglas County Community Development Department  
P.O. Box 218  
Minden, NV 89423

FOR DISTRICT: Rick Kester, Director of Business Services  
Douglas County School District  
P.O. Box 1888  
Minden, NV 89423

The parties have executed this agreement by their authorized officers to be effective the day and year written above.

DOUGLAS COUNTY

Jaques Zibeyoz  
Commission Chairman

ATTEST:

Barbara J. Reed  
County Clerk  
by: Lynne A. [Signature], Deputy

[Signature]  
Director of Community Development

Robert J. Mann  
District Attorney

DOUGLAS COUNTY SCHOOL DISTRICT

Chris D. [Signature]  
Board Chairman

Rendy A. Clark  
District Superintendent

[Signature]  
Attorney

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

'97 MAY 15 AM 11:16

LINDA SLATER  
RECORDER

s. SL PAID KS 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:

May 14, 1997  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

**SEAL**