

NF
CommDev
Lynda Teglia

FILED

No. 2000-115

COOPERATIVE AGREEMENT

'00 AUG 25 P3:27

THIS AGREEMENT, dated this 1st day of AUGUST, 2000, by and between Douglas County, a political subdivision of the State of Nevada hereinafter called COUNTY, and The Town of Minden hereinafter called the TOWN.

BARBARA REED
CLERK
BY [Signature] DEPUTY

WITNESSETH:

WHEREAS, the COUNTY and the TOWN desire to realign the intersection of County Road and US-395 to create a safer access to US-395 hereinafter called PROJECT; and

WHEREAS, there will be an Interlocal agreement completed between the Nevada Department of Transportation and Douglas County to assist in funding for construction of the PROJECT.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

COUNTY AGREES

1. To pay 47.5% of PROJECT cost not to exceed \$56,750 relating to improvements that benefit COUNTY.
2. To cooperate with the TOWN in the conveyance of property among the COUNTY, the TOWN, and private property owners to allow for creation of new road alignment and dispose of the abandoned right of way.
3. To assume maintenance on the new county road alignment and new roadway improvements.
4. To review and assist in processing of permits necessary for construction of the PROJECT.
5. To invoice the Nevada Department of Transportation for 42.5% of the actual costs of PROJECT, not to exceed \$51,000.

TOWN AGREES

1. To work with all parties to bring about the roadway realignment and construction of the intersection of US Highway 395 and County Road in Minden.
2. To complete all legal descriptions for conveyance of property between COUNTY and private property owners.
3. To complete design and bid package for the PROJECT.
4. To complete all construction surveying related to the completion of the PROJECT.
5. To complete all bidding and bid analysis for the PROJECT.
6. To complete all inspections and construction management of the PROJECT.

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7. To maintain the sidewalk along US 395 on Gilberts' property within the easement granted to the Nevada Department of Transportation.
8. To allow the County to review and approve all change orders.
9. To be responsible for all project costs in excess of those paid by the County, the Nevada Department of Transportation, and the Gilberts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

DOUGLAS COUNTY

Jaeger Zohly
Chairman

THE TOWN OF MINDEN

Robert Woodfield
Chairman

ATTESTED TO BY:

Barbara Reed
Title: *By: Lynch, Deputy*

ATTESTED TO BY:

Shula Bryson
Title:

Approved as to Legality & Form

Tom
Douglas County District Attorney

Approved as to Legality & Form

Christa Kule
Town of Minden Attorney

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: *August 25 2000*
B. Reed Clerk of the *9th* Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By *Carol M. Huber* Deputy

SEAL

REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 AUG 28 AM 11:05

LINDA SLATER
RECORDER

\$ *0* PAID *KJ* DEPUTY

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