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COOPERATIVE AGREEMENT BETWEEN
DOUGLAS COUNTY NEVADA and the DOUGLAS COUNTY SCHOOL DISTRICT
FOR A SHARED-USE PATH

FILED
NO. 20a3.022
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This Agreement dated this 9th day of January, 2003 by and between
DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter called DOUGLAS COUNTY, and
DOUGLAS COUNTY SCHOOL DISTRICT, an authorized governing body and agency for the schools of
Douglas County, hereinafter called the SCHOOL DISTRICT.

BY BARBARA REED
[Signature]
DEPUTY

WITNESSETH:

WHEREAS, An Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to enter into agreements with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform; and

WHEREAS, the COUNTY and the State of Nevada, Department of Transportation, have entered into a Cooperative Agreement to construct a Shared Use Bike and/or Pedestrian Path from Arcadia Drive to Jacks Valley Elementary School, and

WHEREAS, the proposed improvements consist of providing a paved path area connecting the easterly gate of the school to the path that will extend to Arcadia Street, hereinafter called PATH; and

WHEREAS, the COUNTY will acquire the easement necessary to locate and construct said PATH from the SCHOOL DISTRICT, and

WHEREAS, the SCHOOL DISTRICT has requested the COUNTY to include the PATH improvements along the northern boundary of the Jacks Valley Elementary School, ending at the easterly gate, into the COUNTY' s project with the State of Nevada, Department of Transportation, and

WHEREAS, the proposed improvements shall include but not be limited to earthwork, drainage improvements, relocation and adjustment of utilities, grading, paving and signs, hereinafter called PATH WORK;

WHEREAS, the purpose of this agreement is for the COUNTY and the SCHOOL DISTRICT to jointly participate in the funding of the project through money or grant of land use for said PATH, located in Douglas County, Nevada; and

WHEREAS, the COUNTY and the SCHOOL DISTRICT both recognize that the PATH WORK will benefit the students and citizens of Douglas County, Nevada and will also benefit the general public and both parties are therefore willing to cooperate in the design, construction and land requirements of PATH.

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



COUNTY AGREES

1. To accomplish the design, engineering, the preparation of contract documents including plans, specifications, and estimates necessary for the PATH.
2. To advertise, award and administer the contract containing construction of the PATH in accordance with the COUNTY'S specifications and procedures.
3. To be responsible for all costs for the PATH that are not paid by the State of Nevada, Department of Transportation
4. To be responsible for the maintenance of the PATH upon completion of construction.

SCHOOL DISTRICT AGREES

1. To allow the COUNTY to occupy SCHOOL DISTRICT property for the purposes of constructing PATH. The SCHOOL DISTRICT further agrees to permit the COUNTY to transition the PATH into the paved accesses of the Jacks Valley Elementary School.
2. To allow the COUNTY and the State of Nevada, Department of Transportation, its authorized agents and contractors to occupy the SCHOOL DISTRICT property including rights-of-way designated for roads and property further described as starting at the north easterly boundary, a width of 30 feet to the south of all existing rights-of-way, extending approximately 1,500 feet to the west, during the design and construction of said PATH.
3. To obtain approval from the United States Forest Service for the SCHOOL DISTRICT to grant a permanent easement to COUNTY for the purpose of said PATH.
4. To grant by donation, a permanent easement for said PATH to the COUNTY.

IT IS MUTUALLY AGREED

1. This Agreement shall be terminated if the United States Forest Service does not authorize the SCHOOL DISTRICT to grant a permanent easement to COUNTY for said PATH.
2. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DOUGLAS COUNTY:

J. Robert Nunes, PE, Community Development Director
PO Box 218
Minden, NV 89423

FOR SCHOOL DISTRICT:

Rick Kester, Director of Business Services
PO Box 1888
Minden, NV 89423

3. The COUNTY will award the total contract in accordance with the Federal and State rules, guidelines and procedures required for this project.

4. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, loses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described herein. This indemnification obligation is conditional upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

5. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

6. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

8. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada District Courts for enforcement of this Agreement.

9. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement un-enforceable.

10. All or any property presently owned by either party shall remain in such possession upon termination of the Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

11. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

12. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.

13. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

14. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

15. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

16. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

17. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

18. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

19. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

20. This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

DOUGLAS COUNTY SCHOOL DISTRICT

By: *R. Kester* 1/15/03
Date

Rick Kester, Director of Business Services

Approved by DCSB Board
Action 1/17/02

DOUGLAS COUNTY

By: *B. Weir* 1/9/03
Date

Chairman, Douglas County Board of Commissioners

Approved as to form

By: *N/A* _____
Date

Douglas County District Attorney

ATTESTED TO *Barbara Reed*

By: _____ 1-15-03
Date

Douglas County Clerk *By: Barbara Reed*

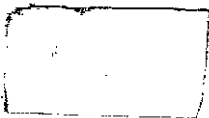
CERTIFIED COPY

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: January 17, 2003
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: *Chad R. Miller* Deputy

SEAL



COPY

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

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WERNER CHRISTEN
RECORDER

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