

OFFICIAL RECORD

Requested By:
D C/COUNTY MANAGER

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 13 Fee: 0.00
BK-0506 PG- 3258 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: MAY 8, 2006

Recording Requested By:

✓ Name: COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2006.079

(Title of Document)

FILED

NO. 2006-09

2006 MAY -8 AM 10: 23

INTERLOCAL CONTRACT

This Interlocal Contract (Contract) is made by and between Douglas County (County),
Douglas County Redevelopment Agency (Agency) and Town of Genoa (Town), all political
subdivisions of the State of Nevada.

PAULINA REED
[Signature]
DEPUTY

RECITALS

WHEREAS, NRS 277.180 allows any one or more public agencies to contract 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 contract is authorized by law to perform; and

WHEREAS, the parties to this Contract are public agencies and are authorized to enter into contracts in accordance with NRS 277.180 and NRS 279.462; and

WHEREAS, the County, Agency and Town are authorized by the laws of Nevada to construct, improve, maintain, provide capital improvements including drainage facilities; and

WHEREAS, Douglas County has entered into a Cooperative Agreement with the Nevada Department of Transportation (NDOT) for the construction of certain drainage facilities within the Town and Agency boundaries (Attachment A); and

WHEREAS, the Town and Agency desire to assist in the funding of the improvements completed under the Cooperative Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. The term of this agreement shall commence upon approval of this agreement by the governing boards of all parties on the date provided below.

Interlocal Contract Douglas County, Douglas County Redevelopment Agency and Town of Genoa.

2. The parties agree that the construction of the improvements provided for in the Cooperative Agreement between Douglas County and NDOT provide a benefit to the Town and Agency by improving drainage facilities.

4. The Town agrees to reimburse the County the amount of Fourteen Thousand, Three Hundred Dollars (\$14,300) within forty-five (45) days after receipt of a request for payment by the County following the completion of the project.

5. The Agency agrees to transfer to the County the amount of Forty Three Thousand Four Hundred Forty Dollars (\$43,440) for reimbursement of the work provided for in the Cooperative Agreement between Douglas County and NDOT upon request of the County.

6. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS. ch. 41, from and against any liability arising out of the performance of the Contract proximately caused by any act or omission of its own officers, agents, and employees.

7. The laws of the State of Nevada shall be applied in interpreting and construing this Contract.

8. The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract.

9. This Contract constitutes the full and final Contract between the parties and shall not be modified except in writing and signed by each party.

10. All written notices under this Contract shall be delivered to the following officials at the addresses stated:

County Manager and
Douglas County Redevelopment Agency
Post Office Box 218
Minden, Nevada 89423

Town Manager
Town of Genoa
Post Office Box 218
Minden, Nevada 89423

11. This Contract may not be assigned except by an agreement in writing signed by all parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and to be effective as of the 6th day of April, 2006.

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

TOWN OF GENOA

By: *James L. Brumley*
Chairman

By: _____
Chairman

DOUGLAS COUNTY
REDEVELOPMENT AGENCY

Roman [Signature]
Genoa Town Manager

By: *James L. Brumley*
Chairman

Approved as to form:

By: _____
Douglas County District Attorney

County Manager and
Douglas County Redevelopment Agency
Post Office Box 218
Minden, Nevada 89423

Town Manager
Town of Genoa
Post Office Box 218
Minden, Nevada 89423

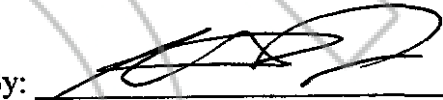
11. This Contract may not be assigned except by an agreement in writing signed by all parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and to be effective as of the 6th day of April, 2006.

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

TOWN OF GENOA

By: _____
Chairman

By: 
Chairman

5-2-06

DOUGLAS COUNTY
REDEVELOPMENT AGENCY

By: _____
Chairman

Approved as to form:

By: _____
Douglas County District Attorney

County Manager and
Douglas County Redevelopment Agency
Post Office Box 218
Minden, Nevada 89423

Town Manager
Town of Genoa
Post Office Box 218
Minden, Nevada 89423

11. This Contract may not be assigned except by an agreement in writing signed by all parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and to be effective as of the 6th day of April, 2006.

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

TOWN OF GENOA

By: *James F. Baulth*
Chairman

By: _____
Chairman

DOUGLAS COUNTY
REDEVELOPMENT AGENCY

By: *James F. Baulth*
Chairman

Approved as to form:

By: *Scott Wolfe*
Douglas County District Attorney

Interlocal Contract Douglas County, Douglas County Redevelopment Agency and Town of Genoa.

ATTEST:

By: Barbara Reed
County Clerk

by Carolyn Mullock
DEPUTY

COPY

COOPERATIVE AGREEMENT

This Agreement is made and entered into this 12th day of September, 2005 by and between the STATE OF NEVADA, acting by and through it's Department of Transportation, hereinafter called the DEPARTMENT, and DOUGLAS COUNTY a political subdivision of the State of Nevada, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, a Cooperative Agreement is defined as an agreement between two or more public agencies for the "joint exercise of powers, privileges and authority;" and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.110 authorizes any two or more public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, the parties to this Agreement are public agencies and authorized to enter into agreement in accordance with NRS 277.080 to 277.110; and

WHEREAS, the purpose of this Agreement is to address the funding and installation of two reinforced concrete pipes and three manholes, estimated to cost Ninety One Thousand Three Hundred Forty and 00/100 Dollars (\$91,340.00) (See Exhibit A), on State Route 206 (Foothill Road) in Genoa near Carson Street (hereinafter referred to as PROJECT); and

WHEREAS, the installation of the PROJECT to be provided by the DEPARTMENT will be of benefit to the DEPARTMENT, the COUNTY, the Town of Genoa and to the people of the State of Nevada; and

WHEREAS, the DEPARTMENT is willing and able to perform the services described herein;

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

ARTICLE I - COUNTY AGREES:

1. To reimburse the DEPARTMENT within thirty (30) days after receipt of the DEPARTMENT's bill for COUNTY's portion of the PROJECT costs, for an amount of Fifty-Seven Thousand Seven Hundred Forty and 00/100 Dollars (\$57,740.00).
2. To complete the review of all change orders submitted by the DEPARTMENT within

five (5) working days after service of such change orders. In the event the COUNTY does not provide the DEPARTMENT with the COUNTY's written response to the DEPARTMENT's change orders within five (5) working days following the DEPARTMENT's service of such change orders upon the COUNTY, the DEPARTMENT will proceed with change orders so as to not to delay the PROJECT.

3. To accept ownership and maintenance responsibilities for the PROJECT.

ARTICLE II - DEPARTMENT AGREES:

1. To advertise award, administer and construct the PROJECT to DEPARTMENT standards policies and specifications and to provide State Funds for the PROJECT.
2. To bill the COUNTY within thirty (30) days after completion of the PROJECT for an amount of Fifty-Seven Thousand Seven Hundred Forty and 00/100 Dollars (\$57,740.00).
3. To provide two (2) copies of the final plans and specifications and to invite the COUNTY to the preconstruction meeting.
4. To allow the COUNTY to observe, review, and inspect project construction work with the understanding that all items of concern are to be reported to the DEPARTMENTS Resident Engineer and not to the Contractor.
5. To allow the COUNTY to review and comment on the PROJECT change orders which involve features or items related to the PROJECT for which COUNTY assumes a maintenance responsibility. Approval shall be made within five (5) working days of service of change order as described in Paragraph 2 of COUNTY AGREES. No response from the COUNTY within this time frame shall constitute COUNTY'S acceptance for the DEPARTMENT to proceed.
6. To provide an estimated Thirty Three Thousand Six Hundred and 00/100 Dollars (\$33,600.00) in State Funds for the PROJECT.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including the 31st day of October 2005 or until construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.
2. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.



3. 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 or electronic mail 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 DEPARTMENT: Jeffrey Fontaine, P.E., Director
Attn.: Glenn R. Petrenko P.E., Principal Road Design Engineer
Nevada Department of Transportation
Roadway Design Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7592
Fax: (775) 888-7401
E-mail: gpetrenko@dot.state.nv.us

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FOR COUNTY: Daniel C. Holler, Douglas County Manager
Douglas County Board of County Commissioners
P.O. Box 218, Minden, NV 89423
1594 Esmeralda Avenue, Room 307, Minden NV 89423
Phone: (775) 782-9821
Fax: (775) 782-6255
E-mail: dholler@co.douglas.nv.us

4. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices, The COUNTY shall be wary in its reliance on the estimates set forth in the Agreement.

5. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals determined not to be in the best interest of the State.

6. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of the PROJECT.

7. Should this Agreement be terminated by the COUNTY prior to completion of the PROJECT, the COUNTY will reimburse the DEPARTMENT for all improvement costs incurred up to the point of Agreement termination and all costs incurred by the DEPARTMENT because of the Agreement termination.

8. 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, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own 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 conditioned upon the performance of the duty of the party seeking indemnification (indemnified party), to serve the other party (indemnifying party) with written notice of actual or pending claim, 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 for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

The parties do 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.

10. 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

11. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

12. 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 exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

13. 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. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

15. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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.



16. 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. Such records and documentation shall be maintained for three (3) years after final payment is made.

17. 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.

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

19. 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 engage in the cooperative action set forth herein.

20. 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.

21. 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.

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

23. This Agreement constitutes the entire agreement of the parties and such is 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 above written.

Douglas County

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Kelly P. Rib
Chairman

Suzanne M. Anderson
Director

Attest:

Reviewed:

Barbara Rued
County Clerk
BY: Carla Ford DEPUTY

Ruedy Edgington
Ruedy Edgington, Asst. Director
Engineering

Recommended:

Frank Csiga
Frank Csiga, Chief Road Design Engineer

Approved as to Form:

Approved as to Legality & Form:

Robert J. Marin
Attorney

Tom M. [Signature]
Deputy Attorney General

SEAL

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 8, 2006
By B. Reed Clerk of the Judicial District Court of the State of Nevada, In and for the County of Douglas.
By [Signature] Deputy

