

03-005
ONGOING

FILED

JAN 27 2003

PENNINGTON CO. AUDITOR

AGREEMENT

This Agreement is entered into between Douglas School District #51-1 herein referred to as SCHOOL and Pennington County herein referred to as COUNTY.

WHEREAS, SCHOOL as requested authorization to install an informational sign in the Liberty Boulevard public right-of-way; and

WHEREAS, this public right-of-way is the jurisdiction of COUNTY; and

WHEREAS; all costs associated with the installation of an informational sign in the Liberty Boulevard public right-of-way shall be borne by SCHOOL; and

WHEREAS; both parties hereby indemnify each other and hold harmless each other, its employees, officers, representatives, and assigns from any and all claims, demands, liabilities, obligations, damages, costs, actions, and causes of action, which may now or hereafter exist, arising from any loss which may occur to any individual and/or property due to this Agreement. This shall apply to and cover the unknown and unanticipated consequences of injuries now known and, further, to all unknown and unanticipated injuries and damages resulting from any accident, casualty, or event which may be precipitated by, or involved with, this Agreement.

NOW, THEREFORE BE IT RESOLVED; COUNTY authorizes SCHOOL to install an informational sign in the Liberty Boulevard public right-of-way as shown on the attached drawing and made part of this Agreement.

This Agreement is binding upon signatures hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of SCHOOL and COUNTY to enter into this Agreement.

This Agreement shall become effective on the date of the signatures of the respective parties.

Dated this 13 day of January, 2003.

[Signature]
Pennington County Commissioners

[Signature]
Douglas School District #51-1

Attest: [Signature] Deputy Auditor
Julie Pearson, Auditor
Pennington County