

DOUGLAS COUNTY PARKS & RECREATION DEPARTMENT

FILED

95-102

VEHICLE LEASE AGREEMENT

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Recreation
Dept
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CLERK
BY *[Signature]* DEPUTY

WHEREAS, the Douglas County School District (District) owns and operates certain school buses and other vehicles which Douglas County (County) desires to use for the transportation of participants in County Parks and Recreation Department sponsored programs and activities and the District desires to allow that use; and

WHEREAS, the District and the County are authorized by Nev.Rev.Stat. § 277.180 to enter into interlocal contracts to perform any governmental service, activity or undertaking which the District or County are allowed to perform by law; and

WHEREAS, the District and County desire to enter into an agreement under which the District will provide transportation for participants in County Parks and Recreation Department programs and activities.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

WITNESSETH:

1. The parties agree that the District buses and other vehicles will be used for the transportation of County passengers, who will be participants, leaders, or chaperones of the County, or clubs, groups, or organizations sanctioned or sponsored by the County Parks and Recreation Department. The parties agree that the District buses and other vehicles shall be used for the transportation of such County passengers from location to location as designated by the County's itinerary proposed within its application for use of a bus or other vehicle. County shall submit applications

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for use of a bus or vehicle at least ten days prior to the dates of use. A request for bus or vehicle use will be granted as buses or vehicles and drivers are available after the needs of the District have first been met.

2. The parties agree that District will assign only qualified and duly licensed drivers for each bus or other vehicle and only the driver assigned by the District to a specific bus or other vehicle will drive that bus or other vehicle except in emergency situations. County reserves the right to reject any assigned driver. This agreement does not preclude County, after receiving prior written approval from the District, from assigning its own qualified and duly licensed driver to a District bus or other vehicle. The drivers of the buses or other vehicles are only authorized to drive the buses or other vehicles and to perform tasks and duties associated with driving those buses or other vehicles. The bus drivers' duties will include, but not be limited to, the following:

- A. Inspection of buses or other vehicles prior to their leaving the District's yard to ensure that each is in safe working order.
- B. Determining whether to proceed with the trip should adverse weather conditions be encountered. The bus driver's decision to return shall be final.
- C. Coordinating and assuming responsibility for any necessary repairs to the buses or other vehicles.

3. At no time shall a driver of any of the buses or other vehicles be responsible for the supervision or control of the County passengers. The driver of a bus or other vehicle will be in charge of the vehicle at all times. As the person in charge, the driver

will have the authority to set the policy with respect to the behavior of the passengers riding in the bus or other vehicle. The driver shall also follow Parks and Recreation Department policies concerning driver conduct and responsibilities when driving for Department sanctioned or sponsored events (additional information concerning registration requirements that affect passengers and drivers will be provided by the Department to the driver's supervisor). Failure of the passengers on a bus or vehicle to comply with the rules of conduct may be sufficient cause for the driver of a bus or other vehicle to return to the debarkation point. That decision shall be solely within the discretion of each individual driver.

4. County agrees to provide sufficient adult chaperones or other responsible adults, not less than two such persons per bus, to supervise the conduct and activities of passengers.

5. Due to safety laws and regulations, excess luggage will not be transported inside buses. The District agrees to provide additional vehicles to transport excess luggage that cannot be transported in luggage compartments.

6. Each such driver shall be paid by County at the rate of \$10.00 per hour. Meals for out-of county trips will be paid at the rate of \$5.50 for breakfast, \$6.50 for lunch, and \$14.00 for dinner. Lodging for overnight trips will be paid at the rates of \$55.00 per night for in-state lodging and \$75.00 per night for out-of-state lodging.

7. The District agrees to maintain the buses and other vehicles at its own expense, including, but not limited to, lubrication, tires, repairs, and cleaning. The District will charge the County \$.85 per mile for fuel, maintenance and insurance.

County agrees to reimburse the District for any costs resulting from the District having to repair or replace any part of the interiors of a bus damaged as a result of County's improper use of a bus or other vehicles.

8. County agrees to hold the District harmless and to indemnify the District for any damage or injury occasioned by of the conduct or acts of driver assigned by the County and approved by the District in accordance with ¶ 2 or passengers because of improper or lack of adequate supervision. County agrees, except as to any claims insured against under the policy of insurance insuring Lessor pursuant to Paragraph 7, to hold the District, its trustees, officers, employees and agents harmless for any claims of any kind whatsoever arising out of the operation of the Parks and Recreation Department programs and further agrees to indemnify the District for any losses or expenses that the District may incur as a result of any claims being brought against the Douglas County School District arising out of the operation of conducting of Parks and Recreation Department programs, including, but not limited to, costs of suit and attorney's fees. The District agrees to name the County as an additional insured under its applicable insurance policies and to hold the County harmless for any damage or injury caused by District or driver acts or conduct, negligent or otherwise, or by faulty equipment, including, but not limited to, costs of suit and attorney's fees.

9. This agreement shall be in effect for a period of five years unless terminated in accordance with Paragraph 10.

10. This agreement may be terminated by either party upon thirty days written notice to the other party. The agreement will terminate thirty days after the receipt of

notice, which shall be deemed received three days after mailing.

11. The parties fully understand that this agreement is intended solely for the purpose of providing County with buses or other vehicles to be used in transporting persons involved in County or County-sponsored or sanctioned trips or programs and that the District is not responsible for the management, operation, overseeing or day to day business of the trips or programs, nor is the District involved in the sanctioning or sponsoring of the trips or programs.

12. The parties agree and understand that the salaries, fees, costs and other charges set forth above may need to be amended from time to time during the term of the agreement to reflect current salaries, fees, costs and charges. Any such amendment may be made in writing by mutual agreement of the parties.

13. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

14. This agreement shall become effective upon approval by the Douglas County Board of County Commissioners and the Douglas County School District.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be

executed this 13th day of July, 1995.

**BOARD OF TRUSTEES
DOUGLAS COUNTY SCHOOL DISTRICT**

By: *[Signature]*

ATTEST:

[Signature]
Clerk, Board of School Trustees

**DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: *[Signature]*
ROBERT ALLGEIER, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
Douglas County Clerk

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: July 14 1995
[Signature] Clerk of the 4th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: *[Signature]* Deputy

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

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LINDA SLATER
RECORDER

PAID KA DEPUTY

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