

Recorder's Office Cover Sheet

Recording Requested By:

Name: Geoff Bonar

Department: Community Services

Item ID/Agreement #: DC-302-2024

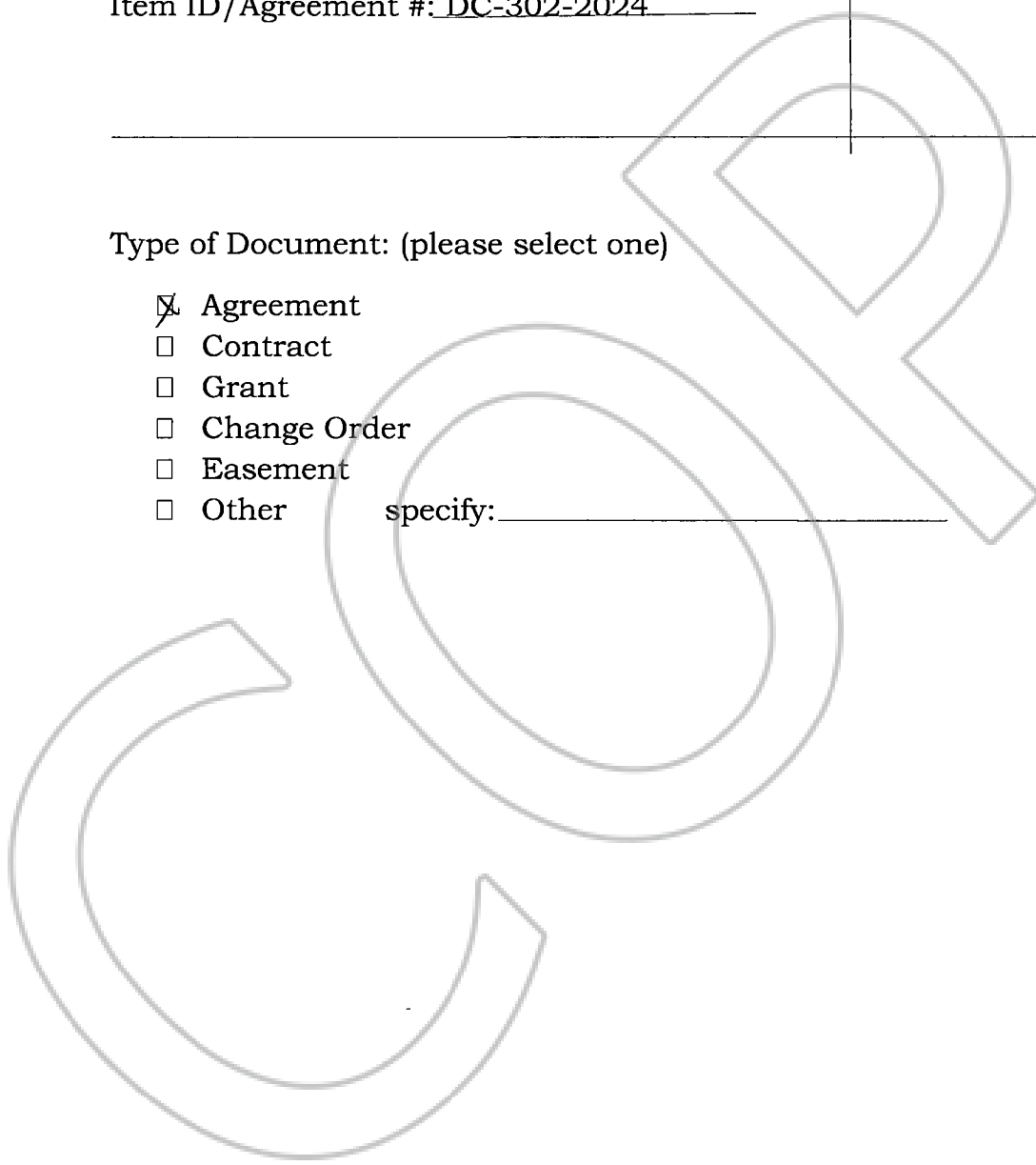


SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: _____



Douglas County and Douglas County School District

Interlocal Agreement

BY 90 DEPUTY

WHEREAS, Douglas County School District (the "District") owns and operates school buses which Douglas County (the "County") desires to use for the transportation of youth participating in County Parks and Recreation Department sponsored programs and activities, and the District desires to support these County activities; and

WHEREAS, the District and the County desire to enter into an agreement under which the District will provide bus transportation for Douglas County youth participating in County Parks and Recreation Department sponsored programs and activities; and

WHEREAS, the District Board of Trustees are vested with authority to allow for the use of school buses or vehicles for such purposes pursuant to NRS 386.815; and

WHEREAS, the District and the County are authorized by NRS 277.180 to enter into interlocal agreements to perform any governmental service, activity or undertaking which the District or County are allowed to perform by law; and

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

WITNESSETH:

1. The parties agree that District buses will be used for the transportation of passengers who will be participants, leaders, or chaperones (collectively "County Passengers") of clubs, groups, or organizations sponsored by the County Parks and Recreation Department (collectively "County Programs") that are youth-oriented and have a signed and approved Liability Waiver Agreement containing terms substantially in the form of *Appendix C* attached hereto. The parties agree that the District buses shall be used for the transportation of such County Passengers from location to location as designated by the itinerary of the County Program proposed in a written application for use of a bus submitted to the District. County, or representative of a County Program, shall submit applications for use of a bus at least ten (10) business days prior to the dates of use. An application for use of a bus shall be granted by District if buses and drivers are available after all of the needs of the District have first been met.

2. The parties agree that District will assign only duly licensed persons who have the qualifications required under NRS 386.790 to 386.840 inclusive to drive a school bus, and only the driver assigned by the District to a specific bus will drive that bus. County reserves the right to reject any assigned driver. The drivers of the buses shall drive buses and vehicles subject to the limitations set forth in Section 6 herein and perform such ordinary and customary tasks and duties associated with driving those buses and vehicles, including, but not be limited to, the following:
 - a. Inspection of buses and vehicles prior to leaving the District's yard to ensure that each is in safe working order; and
 - b. Determining in his or her sole and absolute discretion whether to proceed with the trip in the event of adverse weather conditions; and
 - c. Coordinating and assuming responsibility for any necessary repairs to the buses and vehicles as needed while on assignment.
3. At no time shall a driver of any of the buses be responsible for the supervision or control of the County Passengers. The driver of a bus shall be in charge of the vehicle at all times. As the person in charge, the driver shall have the authority to set the policy with respect to the behavior of the County Passengers riding in the bus. The driver shall also follow County policies concerning driver's conduct and responsibilities when driving for County sanctioned or sponsored events. County policies will be provided in advance in coordination with the application for use of a bus submitted by the County to the District Transportation Supervisor. Failure of County Passengers on a bus to comply with the rules of conduct may be sufficient cause for the driver of a bus, in his or her sole and absolute discretion, to return to the original departure point.
4. Additional information concerning registration requirements that affect passengers and drivers will be provided in advance in coordination with the application for use of a bus submitted by the County to the District Transportation Supervisor.
5. County agrees to provide sufficient adult chaperones, not less than two persons per bus, to supervise the conduct and activities of the County Passengers.
6. Due to safety laws and regulations, excess luggage shall not be transported inside the passenger area of the buses. If needed and available, the District agrees to provide additional vehicles, at the County's expense, solely to transport excess luggage that cannot be transported in luggage compartments on the

buses. Reimbursement will be paid in accordance with *Appendix A* attached hereto. At no time will County Passengers be transported in any vehicle other than a bus.

7. Meals for out-of-county trips and lodging for overnight trips for the bus drivers will be paid by County at the current District rate in accordance with *Appendix B* attached hereto.
8. The District agrees to maintain buses and other vehicles in safe working order at its own expense, including, but not limited to, lubrication, tires, repairs, and cleaning. The District will charge the County a standard mileage rate in accordance with *Appendix A* attached hereto for use of the buses to transport County Passengers.
9. County agrees to reimburse the District for any costs resulting from the District having to repair or replace any part of the interiors or exterior of a bus damaged as a result of the County's improper use of a bus or by acts of vandalism by any County Passenger.
10. County agrees to hold the District harmless and to defend and indemnify the District, to the extent provided by law, including, but not limited to, NRS Chapter 41, for any damage or injury incurred or occasioned by the conduct or acts of County Passengers because of improper or lack of adequate supervision by County provided chaperones. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the County from the District within 30 days of the District receiving actual notice of any actual or pending claim or cause of action. The County shall not be liable to hold harmless the District as to any attorneys' fees and costs for the District's elective right to participate with legal counsel.
11. County agrees to hold the District, its Board of Trustees, officers, employees and agents harmless, to the extent provided by law, including, but not limited to, NRS Chapter 41, for any claims of any kind whatsoever arising out of the operation of County Programs, and further agrees to defend and indemnify the District for any losses or expenses that the District may incur as a result of any claims being brought against the District arising out of the operation of conducting of County Programs, including, but not limited to, costs of suit and attorney's fees. The County will be responsible for and will maintain all applicable property and liability insurance coverage for its programs and employees, and/or require such coverage for a sponsored program as set forth in the Liability Waiver Agreement

(see *Appendix C* attached hereto). The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the County from the District within 30 days of the District receiving actual notice of any actual or pending claim or cause of action. The County shall not be liable to hold harmless the District as to any attorneys' fees and costs for the District's elective right to participate with the District's own legal counsel

12. The District agrees to hold the County harmless, to the extent provided by law, including, but not limited to, NRS Chapter 41, for any damage or injury caused by the District's driver, negligent or otherwise, or by faulty bus equipment, including, but not limited to, costs of suit and attorney's fees. The District will be responsible for and will maintain all applicable property and liability insurance coverage for its property (buses and vehicles), as well as its employees (including Workers' Compensation).
13. This agreement shall be in effect as of the last date signed by the parties and will automatically renew annually unless terminated in accordance with Section 14.
14. This agreement may be terminated by either party for any reason upon thirty (30) days written notice to the other party. The agreement will terminate thirty (30) days after the receipt of such notice, which shall be deemed received three (3) days after mailing.
15. The parties fully understand that this agreement is intended solely for the purpose of providing County with buses to be used in transporting participants in County Programs in accordance with an approved liability waiver (see *Appendix C* attached hereto), and that the District is not responsible for the management, operation, overseeing or day-to-day business of the County Programs, nor is the District involved in sanctioning or sponsoring of the County Programs..
16. The parties agree and understand that the salaries, fees, costs and other charges set forth in *Appendix A* attached hereto maybe amended annually to reflect current salaries, fees, costs and other charges. Any such amendment shall be made in writing by the District and submitted to the County by March 1st of each year. Any submitted changes will be made effective July 1st of each year.
17. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

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

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed as of the dates set forth below.

BOARD OF TRUSTEES OF THE
DOUGLAS COUNTY SCHOOL DISTRICT

By: *Jason Jans*
Date: 12/12/2023

ATTEST: *Daird Burns*
Clerk, Board of School Trustees

DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
By: *Melissa A. Kosi*
Date: 03/07/2024

ATTEST: *Emily Bergans*
Douglas County Clerk

APPENDIX A

Rates as of XX-XX-XXXX

(Subject to rate changes effective July 1 of each year)

1. Mileage Rate = \$ _____ per mile
2. Hourly Rate for Driver = \$ _____ average for budgeting purposes. However, the County will be billed for actual burdened rate of each individual driver to include wages, taxes and benefits, including but not limited to, PERS, health insurance, and Workers' Compensation.

APPENDIX B

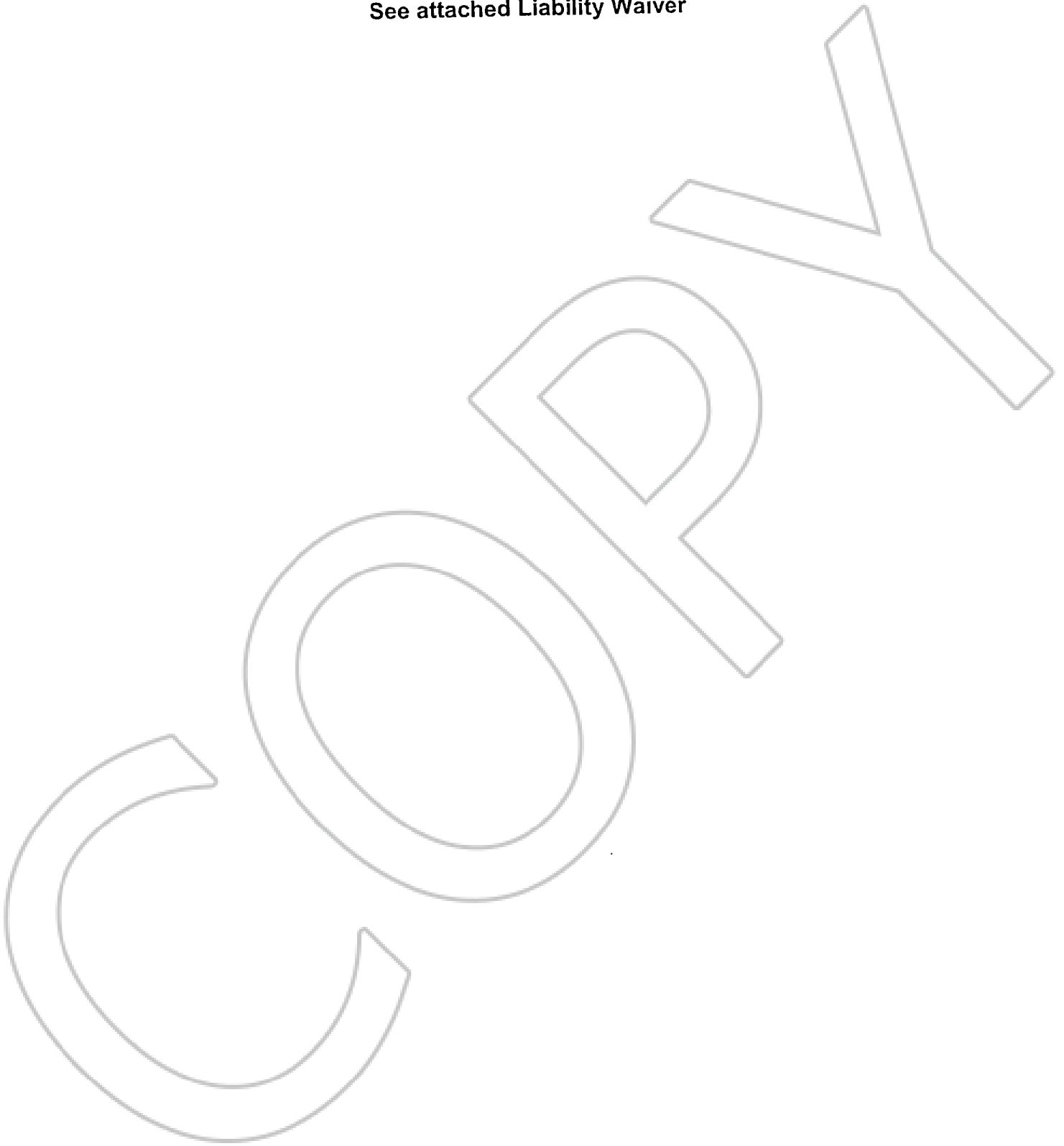
Bus Drivers' Meals and Lodging

1. Must follow District reimbursement procedures and requirements in place at the time of the use of the bus or vehicle, including day trips as taxable wages.
2. Reimbursement rates are subject to periodic revisions.



APPENDIX C

See attached Liability Waiver



LIABILITY WAIVER AGREEMENT

Between

Douglas County, Nevada

and

(Name of Non-Profit Organization, the "**Organization**")

WHEREAS, Douglas County (the "**County**"), is a political subdivision of the State of Nevada, and the County has entered into an Interlocal Agreement with the Douglas County School District (the "**District**") to provide buses for County Parks and Recreation Department sponsored or affiliated youth programs; and

WHEREAS, the District Board of Trustees is vested with authority to allow for the use of school buses or vehicles for this purpose pursuant to NRS 386.815; and

WHEREAS the Organization is a non-profit Douglas County youth related organization sponsored by or affiliated with the County; and

WHEREAS, the County desires to allow Organization to benefit from the Interlocal Agreement with District to provide buses for Organization's youth program activities; and

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE. This agreement shall not become effective until and unless approved and signed by County.

2. TERM OF AGREEMENT. This agreement shall be effective for 5 years from the date of the agreement unless earlier terminated pursuant to Article 13 herein.

3. USE OF THE BUSES. The Organization shall be deemed a County-Sponsored Program for purposes of the Interlocal Agreement with the District, which is attached to this agreement as Exhibit A and incorporated herein. As a County-Sponsored Program, the Organization shall have the same rights and obligations as the County under the Interlocal Agreement.

4. PAYMENT. The Organization shall pay the County for the cost of the bus based upon the terms and conditions of the Interlocal Agreement with the District.

5. DAMAGES TO THE PREMISES OR PERSONAL PROPERTY. The Organization must not damage, deface, injure, or mar the bus. If by intentional act or negligence, the Organization or the Organization's agents or employees damage the bus, the Organization must pay to the County, on demand, the sum required by the District to restore the bus to the condition which existed before the damage occurred.

6. CHAPERONES. The Organization 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.

7. GOVERNANCE. The Organization is a tax-exempt charitable organization under IRS Section 501(c)(3) and a non-profit organization registered with the Nevada Secretary of State. The Organization must be a Douglas County-based organization, whose requests for buses shall be made only by a Douglas County Resident who is authorized by the Organization to sign on its behalf. The Organization must provide a copy of non-profit tax status issued by the Internal Revenue Service, certificate of good standing or equivalent with

the Nevada Secretary of State, proof that its representative is a Douglas County resident, and documentation indicating that its representative has authority to sign on behalf of the Organization to:

Douglas County
Community Services Department – Parks and Recreation
Post Office Box 218 Minden, Nevada 89423
(775)782-9821

8. INSURANCE. The Organization, at its own expense, shall secure and maintain General Liability insurance for bodily injury, property damage, personal injury, and with blanket contractual coverage with limits not less than \$1,000,000.00. The Organization shall name both the County and the District as additional insured. The Organization shall provide, prior to the use of any bus under the contract, a certificate of insurance from a qualified insurer. The certificate should be mailed to:

Douglas County
Community Services Department – Parks and Recreation
Post Office Box 218
Minden, Nevada 89423
(775)782-9821

The Organization agrees to maintain coverage throughout the entire term of the contract. If the Organization does not maintain coverage throughout the entire term of the contract, the Organization agrees that the County may, at any time the Organization does not maintain coverage, suspend or terminate the contract.

9. CONSTRUCTION OF AGREEMENT. This agreement shall be construed and interpreted according to the laws of the State of Nevada.

10. ASSIGNMENT. Neither party shall neither assign, transfer nor delegate any rights, obligations or duties under this agreement without the prior written consent of the other party.

11. INDEMNIFICATION. The Organization shall defend, hold harmless, and indemnify County, its officers, agents, and employees, and the District, its Board of Trustees, officers, agents, and employees, from and against all claims, causes of action, liabilities,

expenses and costs, including reasonable attorney's fees and costs, relating to the injury or death of any person or damage to property arising out of, connected with, or sustained as a result of Organization's use of school buses pursuant to this agreement which is the result of any acts or omissions, whether negligent or otherwise, of the Organization, its officer, agents, volunteers, participants, or employees.

12. INCORPORATED DOCUMENTS. The parties agree that this agreement incorporates the Interlocal Agreement between the County and the District attached as Exhibit A.

13. TERMINATION OF AGREEMENT. This agreement may be terminated, without cause, by either party provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party of termination of the agreement.

14. MODIFICATION OF CONTRACT. This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by both parties.

15. NOTICES. All written notices under this agreement shall be delivered to the following officials at the addresses stated:

Douglas County
Community Services Dept.
Parks and Recreation
Post Office Box 218 Minden,
Nevada 89423
(775)782-9821

Organization:
(Insert Name and Address)

16. SEVERABILITY. 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 the agreement unenforceable.

17. AUTHORITY TO EXECUTE AND IMPLEMENT. Each person who signs this agreement warrants and represents that s/he has the legal capacity to enter into this agreement and if signing in a representative capacity, has the actual authority to bind the principal for which s/he signs and that her/his signature has the effect of binding the principal. Each person signing this agreement hereby certifies that s/he is authorized by her/his respective governing body to enter into the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the day and year first above below.

DOUGLAS COUNTY, NEVADA

[Organization]

By: _____

By: _____

Date: _____

Date: _____

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

15th day of March, 20²⁴

By Jacqueline L. Day Deputy

COPY

