

Agenda Item: 1:50

**Churchill County
Agenda Report**

Date Submitted: Nov 8, 2007

Agenda Date Requested: 11/21/07

Time Requested: Open

To: Churchill County Commission
From: Jorge Guerrero, Parks & Recreation
Subject Title: School Bus Lease Renewal

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does this action require a Business Impact Statement? () Yes (X) No

Recommended Board Action: Move to renew bus lease agreement with Churchill County School District for the 2008 Youth Ski Program.

Discussion: We are requesting permission to lease two school buses from Churchill County School District. These buses will be used to transport youth to Diamond Peak Ski resort on January 5, 12, 26, February 2, 9. This agreement will run the duration of the Ski program beginning the 1st day of January 2008, and expire at 11:59pm on the 31st of March 2008. We will agree to pay the School District \$1.65 per mile for each actual mile logged. This lease requires that we use School District Certified bus drivers that will be paid for through our department.

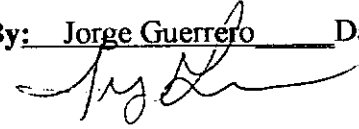
Fiscal Impact: Fiscal impact will be incurred through bus mileage at the rate of \$1.65 per mile.

Explanation of Impact: Fees for the Ski program were based on listed lease terms.

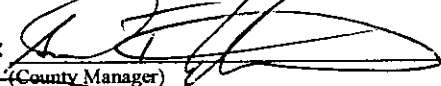
Funding Source: Recreation Athletics fund

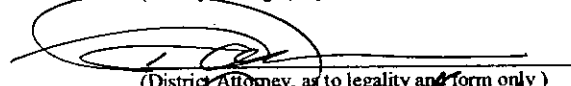
Alternatives:

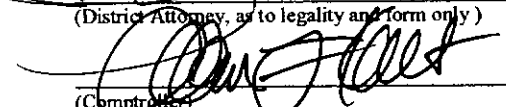
Prepared By: Jorge Guerrero **Date:** November 8, 2007



jguerrero@churchillcounty.org **Date:** 11/13/07
(Phone #, email address, etc.)

Reviewed By:  **Date:** 13 NOV 2007
(County Manager)

 **Date:** 11/13/2007
(District Attorney, as to legality and form only)

 **Date:** 11/13/07
(Comptroller)

Date: _____
(Other)

Board Action Taken:

Motion: _____

Aye/Nay

1) _____

2) _____

(Vote Recorded By)

LEASE AGREEMENT

This Agreement made on this _____ day of _____ 2007 by and between **Churchill County School District**, hereinafter referred to as "Lessor", and **Churchill County, by and through its County Commissioners**, hereinafter referred to as "Lessee".

RECITALS

- 1) The Lessor owns certain school buses which the Lessee desires to use in connection with the **2008 Ski Program**.
- 2) The Lessor is willing to lease said school buses to the Lessee under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Lessor and Lessee hereby agree as follows:

WITNESSETH


- 1) The foregoing recitals are incorporated herein as though set forth in full.
- 2) The Lessor hereby leases to Lessee those certain school buses more particularly described in Exhibit A attached hereto and incorporated by reference.
- 3) The term of this lease shall be for a **three (3) month period commencing at 12:01 a.m. on the 1st day of January 2008, and expiring at 11:59 p.m. on the 31st of March 2008**. This lease is to have no affect on Lessor's absolute ownership and control of said school buses and Lessee's use of said school buses shall in no way interfere with Lessor's use of the school buses for regularly scheduled school days falling within said period.
- 4) In consideration of the foregoing, **Lessee agrees to promptly pay to Lessor \$1.65 per mile for each actual mile logged by said buses during the term of this agreement**. If there is a change in operating cost for Lessor, then Lessee agrees to pay the adjusted cost per mile for actual miles logged provided that Lessor provides thirty (30) days written notice prior to the effective date of the cost adjustment. In the event Lessee does not use said buses for its contemplated programs, there will be no charge to Lessee.
- 5) During the duration of this Agreement and while the buses are in its possession and use, Lessee shall have absolute control of such equipment in the same manner as though Lessee was the owner thereof, provided that the Lessee shall arrange for a separate conveyance for the ski equipment. The Lessee shall employ and have absolute supervision over the drivers of said school buses, provided that it shall employ drivers and/or supervisors from a pool of qualified bus drivers and/or supervisors, the names of who are supplied by Lessor. Lessor shall not, however, interfere in any manner with said driver and/or supervisors during the period of this agreement. Said drivers shall occupy the relation of servants to the Lessee as master. Lessee shall be obligated to pay drivers' wages, workmen's compensation, and other insurance, taxes and/or payments pertaining to said drivers as may be required by law.

- 6) The Lessor agrees to maintain the said equipment at its own expense including but not limited to lubrication, fuel, tires, repairs, and cleaning; provided, however, Lessee shall perform all emergency on the road maintenance and repairs while the buses are in Lessee's possession, including any body repairs resulting from collisions during use by Lessee. Repairs required by major components including engines, transmissions or axles will be prorated according to mileage utilized by Lessor and Lessee.
- 7) **The Lessee shall furnish public liability insurance on each bus used in the above outlined programs in the amount not less than One Million Dollars (\$1,000,000.00) per each occurrence for bodily injury and property damage combined.** Such insurance shall name Lessor as an additional name insured and shall provide Lessor with thirty (30) days notice of cancellation of the policy. Lessee shall name Lessor as an additional insured on its excess liability policy or policies. In the event Lessee is unable to obtain insurance against such potential liability after reasonable efforts to do so, Lessee agrees to be self-insured for such liability and to provide upon request by the Lessor evidence satisfactory to the Lessor that Lessee has the financial ability to respond to any judgment against the Lessor arising from such liability.
- 8) Lessee shall indemnify any participant in the above outlined programs for damage to their cargo in excess of amounts available from any other insurance. In addition, Lessee shall indemnify, hold Lessor harmless and defend Lessor from any and all liability and claims which may result from the operation of said school buses by Lessee during the period of this Lease Agreement.
- 9) Lessee shall pick up said buses at and return said buses to points designated by Lessor, cleaned for the next school day route.
- 10) Upon the expiration of this Lease Agreement, Lessee shall promptly restore possession of all the school buses to Lessor in as good a condition as when received, ordinary wear and tear and acts beyond the control of Lessee accepted.
- 11) This Agreement shall be binding upon the parties hereto and their successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CHURCHILL COUNTY SCHOOL DISTRICT
(LESSOR)

CHURCHILL COUNTY
(LESSEE)

BY 
Carolyn Ross, Superintendent

BY _____
County Manager
Churchill County

EXHIBIT A

VEHICLE NO.	VIN NO.	LICENSE NO.
36	4UZAAXCS66CV56369	EX14844
40	4UZAAXCS47CX21143	EX49400
15	1HVBBTVN6LH205900	EX14797