



Kenton County School District | *It's about ALL kids.*

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

9/2/2020

AGENDA ITEM (ACTION ITEM):

Consider/Approve the School Bus Maintenance Agreement Renewal between the Kenton County School District and Saint Pius School.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Kenton County School District Transportation Department has provided billable Transportation Maintenance Services to Saint Pius School in previous years. This Service includes regular maintenance, periodic inspections, necessary repairs, and towing services for Saint Pius School's Bus Fleet.

FISCAL/BUDGETARY IMPACT:

N/A

RECOMMENDATION:

Approve the School Bus Maintenance Agreement Renewal between the Kenton County School District and Saint Pius School.

CONTACT PERSON:

Jim Hale and Rob Haney

Principal

Rob Haney

District Administrator

[Signature]

Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn

"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

SCHOOL BUS MAINTENANCE AGREEMENT

This School Bus Maintenance Agreement is entered into by and between the Kenton County School District, a body politic of the Commonwealth of Kentucky (hereinafter referred to as "Kenton") and the St. Pius X School hereinafter referred to as (St. Pius School) on this 1st day of AUGUST, 2020

DIOCESE of COLUMBIA
WHEREAS, ST. PIUS X SCHOOL owns and operates a school bus fleet as permitted by law;

WHEREAS, Kenton owns and operates garage facilities for the maintenance of its own school bus fleet;

WHEREAS, Kenton has the capacity to offer school bus maintenance services to St. Pius and St. Pius desires to make use of such services, and

WHEREAS, the parties desire to reduce their agreement for the provision of such school bus maintenance services to writing

NOW THEREFORE, in consideration of the mutual promises and payments described herein, the parties agree as follows:

1. **Term:** The term of this Agreement shall be one (1) year commencing on this 1st day of AUGUST, 2020 This Agreement shall automatically renew for successive one (1) year terms unless terminated by either party as provided for herein.
2. **Services:** Kenton shall provide the following services under this agreement:
 - regular maintenance including required monthly inspections,
 - necessary repairs,
 - other work performed on St. Pius's buses by agreement of the parties
 - towing services, if available at the time of such request,
 - spare buses if available,
 - all Kentucky Department of Education paperwork regarding bus maintenance and/or repairs at the time such work is completed
 - receive prior approval for repairs exceeding \$3,500 in cost to St. Pius
 - prioritize all work completed hereunder in its sole discretion.

St. Pius shall deliver and pick up buses at the Kenton garage location as directed by Kenton, and schedule all work to be completed prior to the delivery of any bus.

3. **Payment/Pricing.** Payment for the Services shall be made as follow: in full within 60 days of completion of the work performed.

Pricing shall be as follows:

Labor Rate:	\$100/hr
Parts mark up:	10%
Towing:	Labor rate
Spare buses:	\$200/day

4. **Indemnification.** The parties agree to indemnify, defend, and hold each other harmless for all liability including bodily injury that may result from activities described herein. The parties acknowledge that each is entitled to certain levels of immunity from liability as governmental entities, and neither party, by entering this contract, intends that this Agreement act as a waiver of any immunity to which it may be entitled under applicable law.
5. **Insurance.** Kenton shall maintain insurance covering St. Pius's property while in Kenton's possession in such amounts and types as may be deemed reasonable in Kenton's sole discretion. St. Pius shall maintain insurance covering Kenton's buses while on loan in an amount of at least One Million Dollars.
6. **Project Coordination.** All work shall be coordinated by the parties subject to the discretion of Kenton to prioritize all work performed.
7. **Inspection.** St. Pius shall inspect all work upon acceptance of the return of any bus upon which work has been performed.
8. **Termination.** Either party may terminate this agreement by ninety (90) days written notice to the other party

9. Warranties. No warranties, express or implied, are made by either party relative to the state of repair of St. Pius's buses or any work performed by Kenton.

10. Miscellaneous.

- a. The terms of this Agreement shall be governed by the laws of the Commonwealth of Kentucky;
- b. This Agreement may be executed in two (2) originals, with each party maintaining an original;
- c. The parties agree that any dispute that may arise out of this agreement shall be handled through mediation prior to either party commencing litigation. The parties shall make their best efforts to agree on a mediator for any such dispute.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

ST. PIUS X SCHOOL

KENTON COUNTY SCHOOL DISTRICT

BY: Jennifer Casson

BY: _____

ITS: Business Manager

ITS: _____

ATTEST: Debra Kilgore

ATTEST: _____