



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

Issue Paper

DATE:

6/14/2021

AGENDA ITEM (ACTION ITEM):

Consider / Approve the School Bus Maintenance Agreement with Beechwood Independent School District beginning July 6, 2021, with automatic renewal for successive one (1) year terms unless terminated by either party.

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 Beechwood Independent School District in previous years. This Service includes regular maintenance, periodic inspections, necessary repairs, and towing services for Beechwood Independent School District's Bus Fleet.

FISCAL/BUDGETARY IMPACT:

N/A

RECOMMENDATION:

Approve the School Bus Maintenance Agreement with Beechwood Independent School District beginning July 6, 2021, with automatic renewal for successive one (1) year terms unless terminated by either party.

CONTACT PERSON:

Jim Hale, Director of Transportation

David Lloyd, Executive Director of Facilities

Principal/Administrator



District Administrator



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

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 Beechwood Independent School District, a body politic of the Commonwealth of Kentucky, hereinafter referred to as ("Beechwood") this 6th day of July, 2021.

WHEREAS, Beechwood 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 Beechwood and Beechwood 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 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 Beechwood's buses by agreement of the parties,
- towing service, 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 Beechwood,
- prioritize all work completed hereunder in its sole discretion.

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

3. **Payment/Pricing.** Payment for the Services shall be made as follows: 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.**

A: Beechwood shall maintain primary insurance coverage on any of its buses which may be serviced/inspected/repaired pursuant to this agreement. Kenton shall maintain secondary insurance covering Beechwood's buses while in Kenton's possession in such amounts and types as may be deemed reasonable in Kenton's sole discretion.

B: Kenton shall maintain primary insurance on any of its buses which are loaned to Beechwood pursuant to this agreement. Beechwood shall maintain secondary 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.** Beechwood 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 Beechwood'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.

BEECHWOOD SCHOOL DISTRICT

**KENTON COUNTY SCHOOL
DISTRICT**

By: 
Its: Superintendent

By: _____
Its: _____

ATTEST:

ATTEST:
