

**DATE:**

6/23/2021

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the School Bus Maintenance Agreement between the Kenton County School District and St. Pius X School for one year, with automatic renewals of one 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 will provide billable Transportation Maintenance Services to St. Pius X School. These services includes regular maintenance, periodic inspections, necessary repairs, and towing services for St. Pius X's bus fleet.

**FISCAL/BUDGETARY IMPACT:**

N/A

**RECOMMENDATION:**

Approval to enter into the School Bus Maintenance Agreement between the Kenton County School District and St. Pius X School for one year, with automatic renewals of one year terms unless terminated by either party.

**CONTACT PERSON:**

Jim Hale and David Lloyd

\_\_\_\_\_  
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 St. Pius X School hereinafter referred to as (St. Pius School) on this 15<sup>th</sup> day of June, 2021

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 15<sup>th</sup> day of June, 2021. 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: 

BY: \_\_\_\_\_

ITS: Business Manager

ITS: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_