

West Lafayette Schools Business Office

1130 North Salisbury Street ▪ West Lafayette, Indiana 47906-2447
(765) 746-1602 ▪ FAX (765) 746-1644 ▪ www.wl.k12.in.us

MEMO

To: West Lafayette Board of School Trustees
From: Steve Ohlhaut
Date: June 6, 2022
Re: Bus maintenance agreement with Tippecanoe School Corporation

Administration recommends the approval of the attached proposed agreement (2022 – 2024) continuing our arrangement with the Tippecanoe School Corporation for the maintenance, repair, and storage of WLCSC school buses.

**School Bus Service Agreement
TSC and WLCSC**

This School Bus Service Agreement is made between the West Lafayette Community School Corporation, herein called WLCSC, and the Tippecanoe School Corporation, herein called TSC.

WHEREAS, WLCSC has decided to provide bus transportation for a portion of its school children; and,

WHEREAS, WLCSC has purchased buses to supply such transportation; and,

WHEREAS, WLCSC does not have an outdoor storage area or mechanics' services available for nineteen (19) school buses; and,

WHEREAS, TSC is willing to have WLCSC park nineteen (19) buses on the TSC, at no charge, provided WLCSC assumes liability coverage for vandalism; and,

WHEREAS, WLCSC further wishes to purchase from TSC preventive maintenance services, general mechanics' services, fuel and preparation for State Police Inspection, and TSC wishes to supply to WLCSC such service for the 2022-23 and 2023-24 school years of the West Lafayette Community School Corporation, all under the terms and conditions listed below.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TSC hereby agrees to provide maintenance services to the WLCSC fleet in accordance with TSC's preventative maintenance program. WLCSC will be billed TSC's cost of providing the service on nineteen (19) specifically pre-designated school buses which meet safety standards of the United States Department of Transportation and the TSC Transportation Department, such school buses being more specifically described as follows:
 - a. Fifteen (15) yellow school buses and
 - b. Four (4) multi-function school activity buses (MFSAB).
2. Preventive maintenance service will include requisite services at specified periods as prescribed for each model of bus. No sheet metal repairs or painting for vehicles will be done by TSC. In addition, TSC shall provide, for compensation equal to TSC's cost of providing the service, such other maintenance and repair to said buses as may be required for safe operation of the bus or as requested by WLCSC from time to time during the term of this Agreement. TSC is authorized and shall, as it deems necessary, test-drive any vehicle being repaired to verify the success of the repairs. TSC is authorized to and shall, as it deems necessary, test-drive any vehicle which it is asked to repair to diagnose the problem. TSC shall bill for all such services as they are performed.

3. WLCSC agrees that they will employ a Transportation Director to oversee daily operations of WLCSC transportation activities. WLCSC will be provided technical and professional support necessary to assist the WLCSC Transportation Director in the performance of their transportation duties. The WLCSC Superintendent has authorized the TSC Transportation Director to make decisions in the absence of the WLCSC Transportation Director when exigent circumstances arise.
4. TSC agrees to provide, at TSC fueling sites, fuel for fifteen (15) yellow school buses and four (4) MFSAB buses as required or requested by WLCSC from time to time. TSC personnel shall keep records of the fuel supplies and shall bill WLCSC on a monthly basis at a rate equal to TSC's cost of purchasing said fuel. WLCSC drivers will be responsible for fueling the vehicles.
5. TSC shall permit WLCSC to park fifteen (15) yellow school buses and four (4) MFSA buses on the TSC property, at no charge, with the understanding that TSC assumes no responsibility for any vandalism occurring to those vehicles while parked on TSC property. The parking spaces will all be outdoors. After hours usage of the WLCSC buses will be handled on an individual basis with the WLCSC driver securing a gate key during regular working hours and returning same the following day or the next day of operation. The WLCSC driver shall be responsible for locking the storage area when using a WLCSC bus after hours.
6. WLCSC agrees to pay to TSC, on or before July 1, 2022 and again on July 1, 2023, an annual fee of four thousand six hundred twenty-five dollars (\$4,625.00) per bus unit per school year, for a total of eighty-seven thousand eight hundred seventy-five dollars (\$87,875.00) per school year, as payment for the following:
 - a. electrical hook-ups for block engine heaters on the parking lot,
 - b. provision for additional wear and tear on TSC's equipment for servicing nineteen (19) WLCSC bus units including but not limited to shop equipment and service trucks,
 - c. expense of various miscellaneous items to be provided in the course of maintenance work but not separately charged to WLCSC under paragraph 1 hereof, such as administrative overhead, wear and tear on TSC sites, and loan of TSC tire while WLCSC tire is being repaired [tire issues may need to be addressed by an outside vendor if TSC does not maintain usable tires for WLCSC equipment],
 - d. provision of spare bus in case of mechanical breakdown [at an additional charge of eighty-nine cents (\$.89) per mile of usage], and
 - e. professional, and technical support
 - f. other related types of items as needed.
7. All decisions to cancel or delay school shall be made by the WLCSC Superintendent and communicated to the TSC Superintendent or TSC Director of Transportation before 6:00 a.m. on the day in question.

8. WLCSC shall provide property damage insurance coverage indemnifying, to the extent reasonably possible, damage to the buses, which may occur while they are stored on TSC premises. WLCSC shall provide comprehensive and collision insurance coverage for TSC employees who are test driving said bus pursuant to the authorization of paragraph 1 hereof.
9. TSC shall permit WLCSC to utilize the driver training locations at Wea Ridge Middle School and Battle Ground Middle School for the purpose of behind the wheel training.
10. TSC, at its option, may, by written notice to WLCSC, declare this Agreement in default in the event WLCSC fails to make timely payment of the amounts required hereunder or fails to abide by any of the other obligations as set forth herein. In the event of such a default, TSC may declare this Agreement null and void, and may further institute such action at law or equity as may be required to recover any and all funds determined to be due and owing, including reasonable attorneys' fees and litigation costs.
11. WLCSC may, by written notice to TSC, declare this Agreement in default in the event TSC fails to provide the services required hereunder, or in the event TSC fails to abide by any of its other obligations as set forth herein. In the event of such a default, WLCSC may pursue its remedies at law or equity for specific performance or damages, or both, together with litigation costs and reasonable attorneys' fees incurred. WLCSC may also choose to request modification of this Agreement after one (1) year. The request to modify the Agreement must be approved by TSC before negotiations may begin.
12. Both parties agree that this Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the non-transferring party.
13. Failure of either party, in one (1) or more instances, to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of the breach of the terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which terms shall continue in force and effect as if no such waiver had occurred. Any notices to be given hereunder shall be deemed given when sent by registered or certified mail to the following names and addresses:
 - a. WLCSC Superintendent, 1130 North Salisbury Street, West Lafayette, IN 47906
 - b. TSC Superintendent, 21 Elston Road, Lafayette, IN 47909
14. This Agreement shall be governed and construed under the laws of the State of Indiana.
15. This Agreement shall be binding upon and ensure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, executed this ____ day of June, 2022 by WLCSC Board of School Trustees and executed this ____ day of June, 2022 by TSC Board of School Trustees.

BY: West Lafayette Community School Corporation

WLCSC School Board President

WLCSC Superintendent

BY: Tippecanoe School Corporation

TSC School Board President

TSC Superintendent