

**SCHOOL BUS
MECHANICAL SERVICES AGREEMENT**

between the

Mogadore Local School District

and the

Norton City School District

February 28, 2017

STATEMENT OF PURPOSE

The Mogadore Local School District Board of Education (“Mogadore”) desires to contract with the Norton City School District Board of Education (“Norton”) to provide maintenance and school bus mechanical services under the terms and conditions specified below. These services will include, but not be limited to, regular and preventative school bus mechanical services and repairs for up to eight (8) full-size school busses titled to Mogadore. These services will take place throughout the duration of the agreement normally at the Norton City School District Transportation Garage, with some limited services provided by Norton personnel at the Mogadore Local School District Bus Garage.

Whereby the parties enter into the following agreement (“the Agreement”) for school bus mechanical services:

SUMMARY OF SERVICES

PREVENTATIVE MAINTENANCE PROGRAM (PMP)

Norton will provide a preventative maintenance program (“PMP”) as determined appropriate by Norton for each Mogadore bus. The work necessary for a PMP will depend upon the make and model of the bus and the Manufacturer Specifications, as reasonably determined by Norton. The PMP for each bus will be administered at intervals not longer than every 5000 miles per bus.

Norton will provide the necessary mechanics to perform the PMP for each bus, who will perform the PMP for each bus at Norton’s transportation facility unless otherwise agreed to by the parties. Each Norton mechanic shall be fully certified and licensed to drive a school bus under State and federal law.

Norton may further perform other repair services on the busses beyond the PMP which are the subject of this Agreement as authorized by Mogadore’s transportation supervisor.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS.” NORTON DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NORTON MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY.

COSTS

ADMINISTRATIVE

Norton will employ the mechanics and other employees providing services hereunder and bill Mogadore according to the schedule below.

GENERAL REPAIRS AND MAINTENANCE COSTS

Norton will pay all costs for the mechanic's and helper's salaries and benefits as determined by any applicable collective bargaining agreement covering the employee(s). The cost will include all salary and fringe benefits for the mechanics and helpers, including but not limited to the SERS retirement costs, Medicare costs, plus the costs of the fringe benefits, including but not limited to health insurance premiums paid on behalf of the employee. Should there be a wage adjustment, the final invoice will be adjusted to reflect the balance due. Such costs will then be billed back to Mogadore.

In addition to the invoice for the base costs for the mechanic and any helpers, all necessary time worked outside of the regular work schedule will be invoiced to Mogadore at the employee's hourly rate. Overtime hours of the mechanic in excess of 40 per week must be approved by the Mogadore treasurer/designee prior to such hours being worked.

SUPPLIES, PARTS AND MATERIALS

Charges for materials, parts and supplies used on Mogadore buses will be assessed on a cost plus 5% basis to cover the cost of the item, the handling and the processing. Documentation will be provided in the billing process for materials, parts and supplies used on specific vehicles. These charges shall be invoiced to Mogadore. Norton will pass along any manufacturer warranties for such parts and supplies to Mogadore.

DAY TO DAY OPERATIONS

Norton will provide all record keeping services in coordination with the Mogadore's Transportation Coordinator.

Norton will order all parts, generate work orders, perform services then invoice Mogadore.

A limited inventory of parts will be maintained in Mogadore. Those parts will be ordered by Norton and be owned by Mogadore. (These parts may include but not be limited to light bulbs, batteries, switches, etc.) Mogadore will continue to order and stock necessary fluids such as but not limited to oil, antifreeze, and washer fluid.

Work orders will be generated by the mechanic. It will include a log of daily repairs and any other work orders processed. The work orders will detail the labor, parts, and supplies used in the repair.

Norton City Schools will have the right to contract out repairs with the consent of the Mogadore treasurer/designee.

INSURANCE

Mogadore will provide, at its own expense, insurance on each school bus in compliance with O.R.C. §3327.09. Mogadore further agrees to name Norton and its mechanics as additional insureds on its policy of liability and motor vehicle insurance for such busses.

Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

ACCESS TO FACILITIES

Norton mechanics and supervisors will have full access to the Mogadore Local School District bus garage.

LOCATION OF REPAIRS

The primary location for bus mechanical repairs will be the Norton City School District bus garage which is located at 4128 South Cleveland Massillon Road, Norton, Ohio 44203.

Secondary services will be provided by a mechanic from Norton at the Mogadore Local School District bus garage located at 38 Pearl Street, Mogadore, Ohio 44260.

CONTRACTED REPAIRS

The transportation supervisor will confer with the Mogadore treasurer/designee should a Mogadore bus need to have a specific repair contracted out to a specialist. This conversation will be conducted informally and prior to the repair taking place. Should a repair be contracted to an outside agency then the two districts will determine if the cost of the repair should be invoiced through this agreement or if Mogadore will pay for the repair directly to the outside contractor. For example a leaf spring repair might be invoiced to Norton through this agreement but an engine rebuild might be billed directly to Mogadore.

BILLING AND PAYMENTS

Norton will invoice Mogadore monthly in accordance with this agreement. Mogadore will pay the Norton invoice within thirty (30) days of the date of the invoice.

All invoices will be mailed to Mogadore Local School District’s Treasurer’s office at 1 South Cleveland Avenue, Mogadore, Ohio 44260.

Mogadore will mail all payments to the Norton City School District’s Treasurer’s office at 4128 South Cleveland Massillon Road, Norton, Ohio 44203.

TERMINATION OF AGREEMENT

It is agreed that with or without cause, upon a minimum of fifteen (15) days’ notice, either party, upon serving written notice upon the other party may withdraw from this agreement. The final invoice must be submitted by Norton to Mogadore within fifteen (15) days of the termination of this agreement and Mogadore must pay the final invoice within fifteen (15) days of the date of the final invoice.

TERM

The term of the Agreement shall commence February 24, 2017 and end June 30, 2017. Any renewal of this Agreement shall be by written agreement of the parties.

MOGADORE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION:
By:

NORTON CITY SCHOOL DISTRICT
BOARD OF EDUCATION:
By:

President

President

Treasurer

Treasurer

Superintendent

Superintendent