

## **North Thurston Public Schools Transportation Bus Lease Agreement**

THIS AGREEMENT is made and entered into as of the twenty-third day of December 2019, by the City of Lacey (City) with its principal office at 420 College St. SE Lacey, WA 98503, and North Thurston Public Schools (NTPS) with its principal business office located at 305 College St. NE, Lacey WA 98516.

### **WITNESSETH**

WHEREAS, the City has selected NTPS to provide NTPS owned buses on some or all of City's trips operated by City employees.

WHEREAS, NTPS desires to provide such buses to the City,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

#### **1. TERM**

The term of this Agreement shall commence December 23, 2019 and shall continue through August 31, 2020. This agreement may be extended by mutual written agreement for one (1) additional one-year period, subject to terms and conditions as set forth in this Agreement. The parties shall complete negotiations with respect to any additional extension period not later than August 20<sup>th</sup> of the Contract Year then in process. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on September 1st.

#### **2. SCOPE OF SERVICES**

NTPS shall, during the term of this Agreement, fulfill the City's transportation needs by supplying the City with school buses requested on an as needed basis. City shall compensate NTPS for the use of said buses as set forth in below in condition 3.

#### **3. COMPENSATION AND BILLING**

In consideration for services rendered hereunder, City shall pay to NTPS all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein. Not later than the 10th working day after the end of each month during the term of this Agreement, NTPS will submit to City a statement of its services rendered during the prior month. After verification of the statement, City shall pay the amount due to NTPS on or before the 10th business day following the date on which the statement had been submitted.

City of Lacey shall be billed in accordance with the rate of \$1.26 per mile. City of Lacey will also be billed for costs of repairs, damage, and or maintenance of the leased buses during periods of use by the City.

In the event City transportation requirements, and/or fuel costs substantially change during the term of this Agreement, then at the request of either party, the rate(s) of compensation payable hereunder may be renegotiated.

4. **INDEMNIFICATION**

City agrees to indemnify, hold harmless and defend NTPS from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of the City in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the sole negligence or willful misconduct of NTPS, its agents or employees. City shall be responsible for all damages to vehicles while in their care custody and control.

5. **INSURANCE**

City shall provide, at its expense, procure and keep in force during the entire term of this Agreement, General Liability with a minimum of \$5,000,000 per occurrence with a minimum general aggregate of \$5,000,000. The General Liability coverage shall name NTPS as an additional insured and be primary and non-contributory. NTPS's insurance shall be excess over any other applicable insurance.

City shall provide non-owned auto liability of at least \$5,000,000 combined single limit naming NTPS as additional insured. City shall also carry at its own expense Hired Auto Physical Damage coverage of not less than \$150,000. Coverage shall include expenses associated with loss of use by NTPS. If replacement cost coverage is available to the City, the City shall procure that coverage.

The City shall provide proof of coverage prior to commencement of this agreement and annually thru the life of this agreement.

6. **FORCE MAJEURE**

In the event NTPS is unable to provide buses as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any condition or cause beyond NTPS Transportation's control, the City shall excuse NTPS Transportation from performance under this Agreement.

7. **OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS**

The City shall be responsible for hiring and discharging personnel employed to operate leased buses. All such personnel shall be qualified under the State of Washington to operate a school bus. City shall provide the names of personnel employed to operate leased busses to NTPS for approval and receive written approval prior to initial operation of leases buses.

8. **PUPIL DISCIPLINE/VANDALISM**

The ultimate responsibility and authority to suspend or expel any pupil from Transportation services hereunder shall rest with the City.

9. **ASSIGNMENT**

The services contemplated under this Agreement are deemed to be in the nature of bus services. City shall not assign this Agreement without prior consent of NTPS.

10. **TERMINATION**

Either party may terminate this contract without cause at any time.

11. **SURVIVAL**

The mutual obligations described in Sections 3, COMPENSATION AND BILLING and 4, INDEMNIFICATION hereof shall survive the termination or expiration of the Agreement.

12. **STATUS OF NTPS TRANSPORTATION**

In the interpretation of this Agreement and the relations between NTPS and the City, NTPS shall be construed as being used to provide buses only. Neither NTPS nor any of its employees shall be held or deemed in any way to be an agent, employee or official of the City. The City shall be responsible for, and hold NTPS harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

13. **PLACE OF CONTRACT**

All references in this contract to the "state" shall mean the State of Washington. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Washington.

14. **SEVERABILITY**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

15. **EXTENSION AND MODIFICATION**

NTPS and the City may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

16. **NOTICES TO PARTIES**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

Notices to City of Lacey shall be addressed to:

Kathy Owen  
City of Lacey  
420 College St SE  
Lacey, WA 98503-1238  
(360) 491-0857

And:

Notices to NTPS Transportation shall be addressed to:

John Suessman, Director of Transportation  
North Thurston Public Schools  
6620 Carpenter Road SE  
Lacey, WA 98503  
(360) 412-4540

With a copy to:

Siobhan Wonch, Accounts Receivable  
North Thurston Public Schools  
305 College Street NE  
Lacey, WA 98516  
(360) 412-4437

With a copy to:

Teena Barnes, Executive Director of Financial Services  
North Thurston Public Schools  
305 College Street NE  
Lacey, WA 98516  
(360) 412-4439

17. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement between City and NTPS concerning the subject matter hereof. There are no representations; either oral or written, between City and NTPS other than those contained in this Agreement.

18. **COMPLIANCE WITH THE LAW**

Notwithstanding any contrary provision in this Agreement, NTPS shall comply with federal, state and local laws, rules and regulations in providing buses described herein.

Notwithstanding any contrary provision in this Agreement, City shall comply with federal, state and local laws, rules and regulations in operating buses described herein.

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19. **RESOLUTION OF DISPUTES**

The laws of the state of Washington will apply in interpreting this Agreement. In the event of any disagreement or dispute concerning the terms of this Agreement or the services to be provided under this Agreement, the parties shall attempt to reach resolution through mediation involving principals of each party.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement in duplicate the day and year first hereinabove written.

City of Lacey

North Thurston Public Schools

By: 

Title: City Manager

By: 

Title: Deputy Superintendent

Attest:

Attest:

By: 

Title: City Clerk

By: 

Title: Executive Director of Financial Services

Approved as to form:

By: 

Title: City Attorney

**Exhibit A**

**Rates and Charges Applicable  
2019-2020 School Year**

Description	Per Mile Rate*
A school bus with a rated capacity of 59 or below passenger seating positions	\$1.26
A school bus with a rated capacity of 60 to 69 passenger seating positions	\$1.26
A school bus with a rated capacity of 70 to 84 passenger seating positions	\$1.26



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

[www.wciapool.org](http://www.wciapool.org)

12/24/2019

Ref#: 12569

North Thurston Public School  
Attn: Jody Thompson  
6620 Carpenter Rd SE  
Lacey, WA 98503

Re: City of Lacey  
Bus Lease Agreement

#### **Evidence of Coverage**

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 155 public entities in the State of Washington.

WCIA has at least \$5 million per occurrence limit of liability coverage that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe  
Deputy Director

cc: Bracy DiLeonardo

0125-1928

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : city of lacey\***  
**Record Status: Active**


**No Search Results**

0125-1920



# NORTH THURSTON PUBLIC SCHOOLS CONTRACT REQUEST AND ROUTING FORM

*All Portions on form must be completed before sending to Financial Services for processing and approval*

REQUESTING DEPARTMENT			
Department/School Name	Transportation	Requestor	A. Kyllonen
Budget Code		Budget Authority Signature	
Date Submitted to Finance	12/12/2019	Date Signed	12/12/2019

VENDOR/CONTRACTOR/COMPANY INFORMATION			
Contractor Name	City of Lacey	E-mail	KOWEN@ci.lacey.wa.us
Contact Person	Kathy Owen	Telephone	360-491-0857
Address	420 College St Se	Fax	
City, State, Zip	Lacey, WA 98503		

CONTRACT DESCRIPTION/INFORMATION	
Purpose of Contract (brief description)	NTPS shall, during the term of this Agreement, fulfill the City's transportation needs by supplying the City with school buses requested on an as needed basis. The City of Lacey shall compensate NTPS for the use of said buses as agreed upon each year.
Duration of Contract	2 years
Contract Amount	\$1.26 per mile driven, per bus

Contract is attached YES or NO

*All contracts must be fully executed (signatures acquired and documentation requirements met) prior to work or service being rendered.*

Approve Contract Issuance	Date
	

0125-1920

Financial Services will complete this side of form

Type of Contract	
Contract for Workshop (PD)	License/Renewal
Amendment/Renewal	Service Maintenance
Consultant	MOU
Vendor Generated	Other

FINANCIAL SERVICES RESPONSIBILITIES			
To Execute Contract Need	Check Items Needed	Check Items Completed	Date Completed
W-9 for Vendor	on file	✓	1/6/19
Liability Insurance	Follow up call 12/31/19	✓	12/31/19
SAM Check		✓	
Background Check			

	Check when completed	Date	Who Completed/Notes
Assign Contract Number	0125-1920	12/31/19	
Send to Contractor/Vendor			
1) For Signature			
2) Fully Executed Copy			
Send to Requestor			
1) E-mail when sending			
2) Fully Executed Copy			
Post if Inter Local/Coop			
Generate or Prompt PO			
Copy of PO w/contract			

Who Needs To See Contract?	
Accounts Receivable	
Accounts Payable	
Payroll	
Human Resources	
Grant Analyst	

Every contract should have this sheet attached!

10.31.2019

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