

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this 25th day of May,

2017, by and between Gadsden Independent School District hereinafter called "**BOARD**"
(local board of education)

And Boone Transportation Inc., herein after referred to as "**CONTRACTOR.**"
(contractor)

W I T N E S E T H:

WHEREAS, **BOARD** has engaged **CONTRACTOR** to provide the pupil transportation services described herein; and

WHEREAS, **CONTRACTOR** desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:
[12-31-98]

13.1 TERM

The term of this agreement shall commence **July, 2017** and shall continue through **June, 2018**. This contract may be renewed annually thereafter on the same terms and conditions at the option of the **BOARD**. [12-31-98]

13.2 SCOPE OF SERVICES

a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.

b. **CONTRACTOR** shall, provide for the efficient management of the transportation services as set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for 174 school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/174 th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.
[12-31-98]

13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$702,909.00 for purchase allowance/rental fees, and \$4,348,640.00 for services herein for a total of \$5,051,549.00 to be paid in consecutive monthly installments as follows: 9 equal installments of \$505,154.90 each, and a final installment of \$505,154.90, commencing on the 6th day of August, 2017.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]
[12-31-98]

13.4 FUEL

CONTRACTOR shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

13.5 OPERATION AND MAINTENANCE

a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations.

b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.

c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements.
[12-31-98]

13.6 SALARIES

CONTRACTOR shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

13.7 ROUTES AND SCHEDULES

a. **CONTRACTOR** shall operate the bus (es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.

b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:

c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.
[12-31-98]

13.8 RECORDS AND REPORTS

a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met. [12-31-98]

13.9 INDEMNIFICATION

CONTRACTOR shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**. [12-31-98]

13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than 2 hours before service. [12-31-98]

13.12 SAFETY

CONTRACTOR shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

13.14 TERMINATION OF CONTRACT BY BOARD

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the Secretary of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

13.15 TERMINATION OF CONTRACT BY CONTRACTOR

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

_____ **BOARD OF EDUCATION**

BY: _____ **PRESIDENT**

ATTEST: _____ **SECRETARY**

_____ **CONTRACTOR**

[12-31-98]

**APPENDIX A
PART I**

**FLEET CONTRACT
2017/2018**

BUS #	OWNER CODE	YEAR	CHASSIS MODEL	SEATING	LIFT	VEHICLE IDENTIFICATION	LICENSE PLATE	RENTAL FEE/PURCHASE ALLOWANCE
292	50	2006	INTER	65	N	4DRBUAAN46B328432	SBK133	\$0.00
293	50	2006	INTER	65	N	4DRBUAAN66B328433	SBK132	\$0.00
294	50	2007	INTER	65	N	4DRBUAAN57B510822	SBK135	\$0.00
295	50	2007	INTER	65	N	4DRBUAAN77B510823	SBK137	\$0.00
296	50	2007	INTER	65	N	4DRBUAAN97B510824	SBK152	\$0.00
297	50	2007	INTER	65	N	4DRBUAAN07B510825	SBK155	\$0.00
298	50	2007	INTER	65	N	4DRBUAAN27B510826	SBK156	\$0.00
299	50	2007	INTER	65	N	4DRBUAAN47B510827	SBK157	\$0.00
300	50	2007	INTER	65	N	4DRBUAAN67B510828	SBK158	\$0.00
301	50	2007	INTER	65	N	4DRBUAAN87B510829	SBK159	\$0.00
302	50	2007	INTER	65	N	4DRBUAAN47B510830	SBK160	\$0.00
303	50	2007	INTER	65	N	4DRBUAAN67B510831	SBK154	\$0.00
304	50	2009	INTER	65	N	4DRBUAAN79B674088	SBK188	\$0.00
305	50	2009	INTER	65	N	4DRBUAAN99B674089	SBK189	\$0.00
306	50	2009	INTER	65	N	4DRBUAAN59B674090	SBK190	\$0.00
307	50	2009	INTER	65	N	4DRBUAAN79B674091	SBK191	\$0.00
308	50	2009	INTER	65	N	4DRBUAAN99B674092	SBK192	\$0.00
309	50	2009	INTER	65	N	4DRBUAAN09B674093	SBK184	\$0.00
310	50	2009	INTER	65	N	4DRBUAAN59B679063	SBK187	\$0.00
311	50	2009	INTER	65	N	4DRBUAAN79B679064	SBK186	\$0.00
312	50	2009	INTER	65	N	4DRBUAAN99B679065	SBK185	\$0.00
314	50	2009	INTER	65	N	4DRBUAANX9B124884	SBK164	\$0.00
315	50	2009	INTER	65	N	4DRBUAAN19B124885	SBK163	\$0.00
316	50	2009	INTER	65	N	4DRBUAAN39B124886	SBK162	\$0.00
317	50	2009	INTER	65	N	4DRBUAAN59B124887	SBK161	\$0.00
318	50	2009	INTER	65	N	4DRBUAAN79B124888	SBK165	\$0.00
319	50	2009	INTER	65	N	4DRBUAAN99B124889	SBK166	\$0.00
320	50	2009	INTER	65	N	4DRBUAAN59B124890	SBK151	\$0.00
321	50	2009	INTER	65	N	4DRBUAAN79B124891	SBK138	\$0.00
322	50	2009	INTER	65	N	4DRBUAAN99B124892	SBK194	\$0.00
323	50	2009	INTER	65	N	4DRBUAAN09B124893	SBK195	\$0.00
324	50	2011	INTER	65	N	4DRBUAAN9BB255181	SBK2418	\$0.00
325	50	2011	INTER	65	N	4DRBUAAN0BB255182	SBK2419	\$0.00
326	50	2011	INTER	65	N	4DRBUAAN2BB255183	SBK2420	\$0.00
327	50	2011	INTER	65	N	4DRBUAAN4BB255184	SBK167	\$0.00
328	50	2011	INTER	65	N	4DRBUAAN6BB255185	SBK168	\$0.00
329	50	2011	INTER	65	N	4DRBUAAN8BB255186	SBK169	\$0.00

SBE Regulation No. 95-4

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**APPENDIX A
PART I**

**FLEET CONTRACT
2017/2018**

BUS #	OWNER CODE	YEAR	CHASSIS MODEL	SEATING	LIFT	VEHICLE IDENTIFICATION	LICENSE PLATE	RENTAL FEE/PURCHASE ALLOWANCE
330	50	2011	INTER	65	N	4DRBUAANXBB255187	SBK170	\$0.00
331	50	2014	INTER	65	N	4DRBUAAN3EB362067	SBK2411	\$0.00
332	50	2014	INTER	65	N	4DRBUAAN5EB362068	SBK2412	\$0.00
333	50	2014	INTER	65	N	4DRBUAAN7EB362069	SBK2413	\$0.00
334	50	2014	INTER	65	N	4DRBUAAN3EB362070	SBK2414	\$0.00
335	50	2014	INTER	65	N	4DRBUAAN9EB366284	SBK2415	\$0.00
336	50	2015	INTER	65	N	4DRBUAAN8FB033494	SBK2560	\$19,806.00
337	50	2015	INTER	65	N	4DRBUAANXFB033495	SBK2561	\$19,806.00
338	50	2015	INTER	65	N	4DRBUAAN1FB033496	SBK2562	\$19,806.00
339	50	2015	INTER	65	N	4DRBUAAN3FB033497	SBK2406	\$19,806.00
340	50	2015	INTER	65	N	4DRBUAAN5FB033498	SBK2408	\$19,806.00
341	50	2015	INTER	65	N	4DRBUAAN3FB715568	SBK2410	\$19,806.00
342	50	2015	INTER	65	N	4DRBUAAN5FB715569	SBK2403	\$19,806.00
343	50	2015	INTER	65	N	4DRBUAAN1FB715570	SBK2636	\$19,806.00
344	50	2015	INTER	65	N	4DRBUAAN3FB715571	SBK2637	\$19,806.00
345	50	2015	INTER	65	N	4DRBUAAN5FB715572	SBK2409	\$19,806.00
346	50	2015	INTER	65	N	4DRBUAAN7FB715573	SBK2565	\$19,806.00
347	50	2017	INTER	65	N	4DRBUC8N9HB377386	SBK2641	\$19,806.00
348	50	2017	INTER	65	N	4DRBUC8N0HB377387	SBK2642	\$19,806.00
349	50	2017	INTER	65	N	4DRBUC8N2HB377388	SBK2643	\$19,806.00
350	50	2017	INTER	65	N	4DRBUC8N4HB377389	SBK2644	\$19,806.00
351	50	2017	INTER	65	N	4DRBUC8N0HB377390	SBK2645	\$19,806.00
352	50	2017	INTER	65	N	4DRBUC8N2HB377391	SBK2646	\$19,806.00
353	50	2017	INTER	65	N	4DRBUC8N3HB408289	SBK2647	\$19,806.00
354	50	2017	INTER	65	N	4DRBUC8N4HB504660	SBK2556	\$19,868.00
355	50	2017	INTER	65	N	4DRBUC8N6HB504661	SBK2557	\$19,868.00
356	50	2017	INTER	65	N	4DRBUC8N8HB504662	SBK2558	\$19,868.00
357	50	2017	INTER	65	N	4DRBUC8NXHB504663	SBK2563	\$19,868.00
358	50	2017	INTER	65	N	4DRBUC8N1HB504664	SBK2564	\$19,868.00
359	50	2017	INTER	65	N	4DRBUC8N3HB504665	SBK2559	\$19,868.00
360	50	2017	INTER	65	N	4DRBUC8N5HB504666	SBK2638	\$19,868.00
361	50	2017	INTER	65	N	4DRBUC8N7HB504667	SBK2566	\$19,868.00
362	50	2017	INTER	65	N	4DRBUC8N9HB504668	SBK2567	\$19,868.00
363	50	2017	INTER	65	N	4DRBUC8N0HB504669	SBK2568	\$19,868.00
364	50	2017	INTER	65	N	4DRBUC8N7HB504670	SBK2569	\$19,868.00
365	50	2017	INTER	65	N	4DRBUC8N9HB504671	SBK2555	\$19,868.00
1112	50	2006	INTER	54	Y	4DRBUAALX6B328434	SBK136	\$0.00

**APPENDIX A
PART I**

**FLEET CONTRACT
2017/2018**

BUS #	OWNER CODE	YEAR	CHASSIS MODEL	SEATING	LIFT	VEHICLE IDENTIFICATION	LICENSE PLATE	RENTAL FEE/PURCHASE ALLOWANCE
1114	50	2008	INTER	54	Y	4DRBUAAL48B513081	SBK181	\$0.00
1115	50	2010	INTER	48	Y	4DRBUAAL7AB125557	SBK196	\$0.00
1116	50	2010	INTER	48	Y	4DRBUAAL9AB126290	SBK197	\$0.00
1117	50	2013	INTER	48	Y	4DRBUAAL7DB114787	SBK2407	\$0.00
1118	50	2014	INTER	48	Y	4DRBUAALIEB382719	SBK182	\$0.00
1119	50	2015	INTER	48	Y	4DRBUAAL6FB033346	SBK430	\$21,331.00
1120	50	2015	INTER	48	Y	4DRBUAAL8FB033347	SBK428	\$21,331.00
1121	50	2015	INTER	48	Y	4DRBUAALXFB033348	SBK429	\$21,331.00
1122	50	2017	INTER	54	Y	4DRBUC8N1HB377558	SBK2648	\$22,159.00
1123	50	2017	INTER	54	Y	4DRBUC8NOJB571794	SBK2640	\$21,833.00
1203	50	2008	INTER	65	Y	4DRBUAANX8B512762	SBK180	\$0.00
85	Total Rtes							\$702,909.00

Total Fees

APPENDIX B

Fleet Contract Payment Schedule 2017/2018

This contract approved by the Gadsden Independent School District Board (**BOARD**)
on May 25, 2017 for Boone Transportation, Inc. (**CONTRACTOR**)

to operate 85 buses/routes set forth in Appendix A to provide school
transportation services includes the following amounts deemed necessary for
CONTRACTOR to carry out the terms of the contract safely, efficiently, and economically:

I.	INITIAL BUS PURCHASE / RENTAL FEE:	\$	702,909.00
		\$	702,909.00
II.	TRANSPORTATION SERVICES: (Estimated Budget)		
a.	Fuel	\$	353,838.00
b.	Operation & Maintenance and All other Expenses	\$	2,123,472.00
c.	Salary and Benefits	\$	1,871,330.00
	Total Transportation Services	\$	4,348,640.00
III.	TOTAL ESTIMATED BUDGET	\$	5,051,549.00