

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: October 15, 2024

Contract/Agreement Vendor:   
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

District   
Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  
 If yes, Technology Admin:

Cabinet Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**

**Action**

Accept and approve the agreement between Broken Arrow Public Schools and LaFerry's Propane to provide propane to Broken Arrow Public Schools Transportation. LaFerry's will provide a 1000-gallon propane auto gas dispenser at no cost to the district. LaFerry's agrees to monitor, run safety tests, provide maintenance ensuring regulatory compliance and keep tank filled based on monitored usage. Under this agreement, the propane price will be based on the Tulsa refinery's daily current price that will be established at the time of delivery.

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

## MEMORANDUM

To: Mr. Chuck Perry

From: Grant Moore

Date: November 11, 2024

Re: Holt Bus

### **SUBJECT**

Discussion, motion and vote on motion to approve or disapprove an agreement with Cleveland Petroleum Products to provide and maintain a temporary propane fueling station and to set pricing terms for auto gas. G. Moore

### **ENCLOSURES/ATTACHMENTS**

Bid Tab

### **SUMMARY**

The district's move to using propane as an alternative fuel source has caused a need for on site fueling solution for the new propane buses added to the fleet. As a part of this agreement a temporary fueling station will be provided at no cost and maintained by Cleveland Petroleum Products until a permanent fueling station is operational at the new transportation terminal. This agreement also established a pricing structure as we begin using the propane fueled buses.

### **FUNDING**

General Fund

### **RECOMMENDATION**

Approve



## CONTRACT FOR PROPANE AUTO GAS

This Contract is made on 10-14-2024

### Between:

#### **LaFerry's Propane**

Address: 25103 OK-51,  
Broken Arrow, OK 74014  
(Hereinafter referred to as "Supplier")

### And:

#### **Broken Arrow Public Schools - Transportation**

Address: 1500 Joliet St,  
Broken Arrow, OK 74012  
Phone: (918) 259-4550  
(Hereinafter referred to as "Client")

### 1. Purpose

The Supplier agrees to provide propane to the Client for their 1000-gallon propane auto gas dispenser.

### 2. Pricing and Payment Terms

- The propane price will be based on the **Tulsa refinery's current price, which changes daily. Today's price is \$1.39 per gallon**
- The cost of propane will be **established at the time of delivery**, and the Client will be invoiced and charged at the time of delivery, in line with standard industry practices.
- The Client agrees to make payments within **30 days** of receiving the invoice.
- Fuel is **not billed by usage** but by delivery.

### 3. Tank Monitoring and Supply

- The Supplier will install a **tank monitor** on the Client's propane dispenser to monitor usage.
- The Supplier agrees to **keep the tank filled** based on the monitored usage.
- The Supplier will also **test the tank with fuel upon delivery**, as is customary practice.

P.O. Box 298 Cleveland, OK 74020  
Phone 918-358-3310  
Fax 918-358-5954



#### 4. Maintenance, Upkeep, and Regulatory Compliance

- The Supplier will be responsible for the **maintenance, upkeep**, and ensuring the **regulatory compliance** of the propane dispenser.
- All maintenance and inspections necessary to meet **regulatory standards** will be handled by the Supplier to ensure safe and legal operation of the equipment.

#### 5. No Additional Fees

- The Supplier will not charge any **delivery fees, HazMat fees**, or other surcharges for the propane deliveries.

#### 6. Termination

- This contract may be terminated by either party with [30 days' notice] in writing.

#### 7. Governing Law

- This Contract shall be governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

#### LaFerry's Propane

*Stephen M. Southward*

By:

Name: Stephen Southward

Title: CEO

Date: 10-14-2024

#### Broken Arrow Public Schools - Transportation

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

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