

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Newport, Kentucky (City) and the Newport Independent Schools (NIS) (collectively the Parties), as follows:

It continues to be acknowledged that the City has hired, solely as its employee (Employee), a person to the position of Mechanic in the City's Community Services Department which has met the satisfaction of NIS. All of the Employees salary and associated benefits shall continue to be paid by the City and the City shall continue to provide for the Employee's unemployment, workers compensation and liability insurance coverage in the normal course of such employment.

The City agrees to indemnify and hold harmless NIS from any and all claims made or which could be made by the Employee, whether brought in tort, workers compensation, the course of employment and/or any other type of claim, whether in Court and/or in any Administrative proceeding.

Under no circumstance shall the Employee be considered an employee of NIS.

In the event it becomes necessary for the City to hire and replace the existing Mechanic, a designee of NIS may attend and participate in the interview process however, the hiring decision shall remain solely that of the City.

It is understood and agreed that the Employee shall have the requisite experience in gasoline and diesel engine repairs necessary for the required job qualifications for which the Employee is being hired.

In addition thereto, and as a further condition of such employment, the Employee shall be certified by the Kentucky Department of Education in order to perform school bus inspections. Any delay in obtaining the certification must be approved by the NIS Transportation Manager who may extend the time for the Employee to obtain such certification.

In such employment capacity, the Employee will primarily be required, but shall not be limited to, making any and all necessary repairs (to gasoline or diesel engines) to any City owned motor vehicles, whether utilized by the Community Services (Public Works), Police, Fire/EMS, Recreation or any other City Department, and to any other City owned equipment. However, as a result of the above mentioned certification, the Employee will also undertake to perform all required monthly school bus inspections, as designated by the Kentucky Department of Education for NIS, and, if necessary, make, in a timely manner, any and all requested or required repairs thereto. The Employee shall also make any additional repairs and perform such routine service to NIS school buses and any other NIS owned motor vehicles as may be required.

Additionally, the Employee shall also be required to obtain and maintain a valid CDL (Commercial Drivers License) with the Commonwealth of Kentucky in order to perform emergency road service calls and any other duties requiring the same as may be assigned to him as agreed to by either of the Parties.

As a result of this Agreement, if the same has not been previously completed, an agreed to work flow procedure manual shall be developed jointly by the Employee, the NIS Transportation Manager and the City's Director of Community Services, and utilized by the Employee.

The City shall provide the Employee with uniforms and any specific equipment required to undertake all necessary repairs to City owned motor vehicles and other equipment only. However, the Employee shall provide (or have provide to him by NIS) his own tools required to perform any other necessary repairs set forth herein.

All parts for use on City motor vehicles shall be purchased by the City and all parts for use on NIS motor vehicles shall be purchased by NIS's business office.

NIS shall provide the Employee with a designated work space and bay within its garage facility for undertaking necessary repairs to both NIS motor vehicles and City owned motor vehicles and other equipment. NIS will also provide a designated fenced area for storage of the Employees tools and City owned equipment when utilized by the Employee in undertaking any necessary repairs on behalf of either Party. NIS agrees to provide, at its sole expense, all utilities, telephone service and general building maintenance and upkeep costs at the NIS garage facility. Additionally it is agreed that the City may store up to ten (10) of its motor vehicles upon the NIS garage facility lot, without charge to the City, otherwise any number in excess thereof shall only be stored with the approval of the NIS Transportation Manager. The City agrees to indemnify and hold harmless NIS from any and all claims brought in connection with the storage of the City's vehicles upon NIS property, regardless of asserted fault against NIS.

If not already accomplished, the City and NIS also agree to jointly work towards creating a short term plan for shared diesel fuel consumption and long term goals for the combined purchase of diesel fuel, gasoline and repair parts.

Any disputes which may arise regarding any of the terms set forth herein shall be reviewed for potential resolution by and between the City Manager, the City's Community Services Director, the NIS Transportation Manager and the NIS Treasurer.

By way of compensation for such services rendered by the Employee to NIS, as set forth herein, NIS agrees to pay the City, upon invoice from the City on a monthly basis, an amount equal to one-half (1/2) of the annual salary, currently established at \$109,149.00 (or 1/2 equating to \$54,574.50), including any benefits associated therewith (and any increases thereto whenever such shall be made during the term of this Agreement), which are paid by the City to the Employee, said compensation used by the City to offset the portion of such services rendered by the Employee to NIS.

Any disciplinary action which NIS may request be taken against the Employee shall be referred to the City's Manager for consideration, with the understanding that any decision to initiate charges shall lie solely with the City. The City agrees that should the Employee initiate any type of legal or administrative proceedings against NIS in connection with any such disciplinary request made by NIS regarding the Employee, the City shall defend the same and indemnify and hold harmless NIS from said claim.

After a minimum of two (2) attempts to resolve any controversies which arise between the Parties concerning the terms of this Agreement have failed, or should the Parties remain at an impasse thereafter, then either Party hereto may unilaterally terminate this Agreement by providing the other with ninety (90) days notice, in writing, thereof.

Any modifications, amendments or additions to this Agreement shall be in writing and acknowledged to by representatives of both Parties before becoming effective.

This Agreement is made as part of the ongoing cooperation between the City and NIS in the areas of student achievement, facilities and the School Resource Officer.

This Agreement shall commence as of the date first set forth above and shall remain in effect until such time that it shall be terminated by either Party hereto.

It is understood that this Agreement supersedes and replaces the Agreement made and entered into by and between the Parties dated May 1, 2014, the same which shall now be considered as null and void.

By signing below, each Party, through its respective representative, on the date first written above, acknowledge they have read this Agreement, have the capacity to sign and enter into the same, fully understand and agree to all of the terms and conditions set forth therein.

CITY OF NEWPORT, KENTUCKY

BY: _____

Title: _____

NEWPORT INDEPENDENT SCHOOLS

BY: _____

Title: _____