

SCHOOL VEHICLE INSPECTION, MAINTENANCE AND REPAIR AGREEMENT

This School Vehicle Inspection, Maintenance and Repair Agreement ("Agreement"), made and entered into effective the 19th day of November, 2018, by and between the Board of Education of the Dawson Springs Independent School District ("Board"), 118 East Arcadia Avenue, Dawson Springs, Kentucky 42408 and Workman's Service Station LLC ("Service Provider"), 111 East Arcadia Avenue, Dawson Springs, Kentucky 42408.

WHEREAS, the Board is in need of inspection, maintenance, and repair of its transportation vehicles; and

WHEREAS, the Service Provider desires to provide its services to the Board for the inspection, maintenance, and repair of the Board's transportation vehicles as an independent contractor upon the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and the Service Provider hereby covenant and agree as follows:

1. **SERVICES.** The Service Provider agrees to provide the following services related to the Board's transportation vehicles:

A. Monthly preventive maintenance inspections on all Board vehicles utilized for the transportation of students in accordance with all applicable statutes, regulations and Kentucky Department of Education requirements as specified in the current Kentucky Department of Education State Approved School Bus Inspector Manual. Monthly inspections of buses shall be provided by Service Provider at a cost of \$75 per bus. Monthly inspection of all other vehicles shall be provided by Service Provider at a cost of \$50 per vehicle.

B. Maintenance and repairs on all Board vehicles utilized for the transportation of students as necessary in accordance with all applicable statutes, regulations and Kentucky Department of Education requirements as specified in the current Kentucky Department of Education State Approved School Bus Inspector Manual. The cost of these services shall be \$75 per hour. The school district will provide all necessary materials and parts as needed.

C. The Service Provider shall record all work performed under this Agreement in compliance with the current Kentucky Department of Education State Approved School Bus Inspector Manual and shall maintain such documentation at the bus garage with all current up-to-date bus/vehicle records.

D. The Service Provider shall meet all licensure, training, and qualification requirements required by law, including but not limited to a valid commercial driver's license and Kentucky Department of Education bus inspector credentials; and

E. The Service Provider shall invoice the Board monthly, and the Board shall make payment within thirty (30) days of invoice receipt.

2. **LOCATION, SUPPLIES AND MATERIALS.** The Service Provider shall provide its services under this Agreement at the Dawson Springs Schools bus garage located at the corner of Eli and Railroad Street in Dawson Springs. The Board shall be responsible for all costs associated with the operation of the bus garage and the cost of all supplies and parts related to the provision of services under this Agreement.

3. **TERM OF AGREEMENT.** The effective commencement date of this Agreement shall begin upon completion of all required credentials by the state of Kentucky to legally inspect school buses on January 1, 2019. The term of this Agreement shall continue through December 31, 2019. However, either party may terminate this Agreement, with or without cause, by giving 60 days written notice to the other party.

4. **INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Service Provider shall be acting as an independent contractor. The Service Provider's employees are not employees of the Board under the meaning or application of any federal or state unemployment insurance compensation law or workers' compensation law, or other similar state or federal statute. The Service Provider shall assume all liabilities or obligations imposed by any one or more of such laws with respect to maintaining its status as an independent contractor. The Service Provider shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the Board, and the Service Provider shall have no authority to represent itself as an agent, employee or in any other capacity of the Board.

5. **THE SERVICE PROVIDER'S OTHER AGREEMENTS.** The Service Provider's services are not to be construed by this Agreement as being exclusively committed to the Board. The Service Provider shall be free, in its discretion, to provide the same to any other person, or firm, provided always that the Service Provider must ensure that the services required by the Board as provided herein shall at all times be

performed timely and in full. The Service Provider hereby warrants that there is no conflict of interest in the Service Provider's other agreements, if any, with activities to be performed hereunder, and the Service Provider shall advise the Board if a conflict of interest arises in the future.

6. **INSURANCE.** The Service Provider shall maintain liability insurance in the minimum sum of \$1,000,000 covering the services that are rendered to the Board under this Agreement and workers' compensation insurance on all of its employees who provide services under this Agreement. The Service Provider shall maintain at minimum \$75,000 in Garage Keepers legal liability insurance. The Service Provider shall provide the Board with written evidence of such insurance. The Board will maintain liability insurance coverage for the Board.

7. **INDEMNIFICATION.** The Service Provider agrees to indemnify and hold the Board and its employees and agents harmless from claims, demands, losses, liabilities, judgments, costs and expenses, including reasonable attorney's fees, arising out of, related to or in connection with its obligations under this Agreement. However, the Service Provider will not provide indemnity against claims, liability, loss, or expense when shown by the final judgment of a court of competent jurisdiction to have been caused by the willful or sole negligence or sole misconduct of the Board.

8. **TAXES.** The Service Provider represents and warrants to the Board that no taxes should be withheld from and paid to any taxing authority from the fees to be paid by the Board under this Agreement. The Service Provider agrees to indemnify and hold harmless the Board against and with respect to any and all claims, interest, penalties, damages, losses, liabilities, and taxes resulting from a breach of this representation and warranty.

9. **ASSIGNMENT.** This Agreement shall not be transferred or assigned by the Service Provider without prior written consent of the Board.

10. **GENERAL PROVISIONS.**

A. This Agreement constitutes the entire agreement with respect to the subject matter herein set forth between the parties;

B. This Agreement and the language contained herein have been arrived at by the mutual negotiation of the parties; accordingly, no provision shall be construed against one party or in favor of another party merely by reason of draftsmanship;

C. All headings of this Agreement have been inserted for convenience only, are not to be considered part of such, and shall in no way affect the interpretation of any of the provisions of such;

D. This Agreement may not be amended or modified except by an instrument in writing signed by the parties hereto;

E. No waiver of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver with respect to any subsequent breach or default unless expressly so stated in writing;

F. The parties hereto shall sign such further and other assurances and perform such further and other acts and things which may be necessary or desirable in order to give full force and effect to the Agreement herein;

G. Any controversy or claim arising out of or relating to this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any litigation under this Agreement, if commenced by either party, shall be brought in Hopkins County, Commonwealth of Kentucky; and

H. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held invalid, and each such other provision shall, to the full extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be invalid in part, such invalidity shall, in no way, affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Agreement, shall, to the extent consistent with law, continue in full force and effect.

Workman's Service Station LLC

By: 

Its: OWNER

Date: 11/20/18

The Board of Education of Dawson Springs Independent School District

By: Leonard White

Its: SUPERINTENDENT

Date: 9/19/18 BOARD APPROVED