

Transit Authority of Northern Kentucky

Contract for Transportation Services – Newport Independent School District

This contract constitutes an agreement between the Transit Authority of Northern Kentucky, hereafter call “TANK” and Newport Independent School District, hereafter called “NISD”.

1.0 PURPOSE

Under the terms of this contract, TANK will provide transportation services for NISD and NISD will compensate TANK for this service. In general, the services include operation of a fixed transit route(s) that connects students with NISD. The details of the service and compensation are defined in the following sections.

1.1 CONTRACT TERM

The overall terms of the contract will become effective September 29th, 2020 and continue in effect until June 01, 2021. TANK will notify NISD in writing of the annual fiscal year renewal and any changes in the contract or compensation rate no later than April 30th of each calendar year. NISD must accept or decline the renewal in writing prior to June 1st of the same year. Each new term will become effective the first day of school each year.

1.2 COMPENSATION – Newport City Schools Bus Service

The Newport City School service will be operated as agreed upon by TANK and NISD. The scheduled route, trips hours and dates of service will be determined in writing each year upon acceptance of the new terms/compensation rate. This information is provided as Attachment A.

TANK will invoice NISD for the service provided at the rate of \$59.95 per hour of service. In addition, students will use their Newport School id’s with each boarding so that ridership can be accounted for in the farebox.

TANK will annually set the reimbursement rate and submit any changes with the annual renewal request submitted by TANK prior to April 30th of each year (See Section 1.1)

1.3 TRANSPORTATION SERVICES – Newport Independent School District Service

TANK will provide four (4) fixed route buses for two forward commutes to NISD and two reverse commutes from NISD per school day that connects the City of Newport to and from the Newport High School, located at 900 E 6th St, Newport, KY 41071. TANK will provide additional trips at the rate of \$59.95 per hour of service.

Routing will be determined by TANK operations staff and approved by NISD. The scheduled routes, trips, hours and date of service will be determined in writing each year and will be attached to this contract as Attachment A. TANK reserves the right to determine the implementation date for changes that are made to scheduled service based on agreements/ practices that are held between TANK and our labor union. TANK will make every effort to accommodate changes in service requested by NISD in a timely manner, however most changes require significant lead-time to implement.

This service includes professional operators with CDL certification and driver training, operation of TANK transit vehicles, vehicle insurance, vehicle maintenance, fuel, tires and scheduling services. TANK must adhere to all union and internal rules when assigning work and drivers to this run.

Per federal guidelines, the NISD route(s) must be open to the general traveling public (at full bus fare rates). Additionally, TANK must make the schedules for these routes publically available on the TANK website.

If a bus is not needed on a scheduled day, NISD must contact TANK's dispatch office 24 hours in advance to avoid incurring a charge for that day. If an unforeseen event occurs, TANK will agree to waive the charges for that day(s). To cancel NISD will contact TANK Dispatch at 859-578-6950. (Please note that this number is not for public use.

1.4 CONTRACT TERMINATION

Either party may terminate this agreement without cause 30 days after written notice of intent to terminate.

1.5 ENTIRE AGREEMENT

This contract shall be the entire agreement between TANK and NISD and supersedes all prior negotiations, representations or agreements, either written or oral. Such contract may be amended only by a written instrument signed by both TANK and NISD. Further, the parties agree that the laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this agreement. The parties further agree that any legal action brought on the basis of this agreement shall be filed in either Campbell County Circuit Court or Campbell County District Court.

TRANSIT AUTHORITY OF NORTHERN KENTUCKY

NEWPORT INDEPENDENT SCHOOL DISTRICT
