

## **MEMORANDUM OF AGREEMENT**

**THIS MEMORANDUM OF AGREEMENT (the "Agreement")** is made and entered into on June 14, 2012, by and between the Grant County Board of Education, 820 Arnie Risen Blvd., Williamstown, Kentucky 41097, the Gallatin County Board of Education, Warsaw, Kentucky 41095, Carroll County Board of Education, Carrollton, Kentucky 41008, Owen County Board of Education, Owenton, Kentucky, 40359 and Williamstown Independent Board of Education, Williamstown, Kentucky 41097.

### **WITNESSETH:**

**WHEREAS**, Commonwealth of Kentucky schools spend more than \$200 million per year on energy costs; and

**WHEREAS**, KRS 160.325 requires school districts to respond to rising energy costs by focusing on the management of its various uses of energy; and

**WHEREAS**, KRS 160.325 requires boards of education to enroll in the Kentucky Energy Efficiency Program for Schools (hereinafter "KEEPS") which is administered by the Kentucky Pollution Prevention Center (hereinafter the "KPPC") based at the University of Louisville J.B. School of Engineering; and

**WHEREAS**, KRS 160.325 requires KPPC, beginning on or before December 1, 2011, to report to the Kentucky Department of Energy Development and Independence and the Kentucky Legislative Research Commission on the status of the development of energy management plans by boards of education and the anticipated savings to be obtained from those plans;

**WHEREAS**, public school districts are publically funded educational institutions, grades K-12, with a District Board of Education, pursuant to KRS 160.160, having the authority to enter into contracts on behalf of the District; and

**WHEREAS**, the Districts recognize the opportunity to conserve both financially and environmentally by implementing an energy management plan; and

**WHEREAS**, the Districts recognize that a successful energy management program requires commitment and a comprehensive plan; and

**WHEREAS**, the Districts have decided to continue to partner together in the School Energy Managers Project and divide the costs associated therewith on a pro rata basis.

**WHEREAS**, the Districts wish to memorialize their Agreement in resolution of this matter;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged by the parties to this AGREEMENT, the Districts

hereby COVENANT AND AGREE to partner together in the School Energy Managers Project and to participate in the program as follows:

1. Obligations of the Grant County School District. The Grant County School District shall be responsible for entering into a limited contract of employment with an energy manager for a one (1) year period to serve itself and the other Districts.

2. Obligations of All Districts. The Districts shall share the time, costs, expenses, salary, and benefits of associated with the employment of the Energy Manager and implementation of Energy Management Plans, based upon the following percentages:

School District	# of Schools	% of Time
Grant County Schools	7	30
Gallatin County Schools	5	20
Carroll County Schools	6	20
Owen County Schools	4	20
Williamstown Independent	3	10

3. Salary and Benefits of the Energy Manager. The anticipated salary and benefits of the Energy Manager to be divided among the districts pursuant to Paragraph 2 of this Agreement are fully described in Exhibit "A" which is attached hereto and incorporated herein be reference.

4. Term of Agreement. The term of this AGREEMENT shall be for a period of twelve (12) months commencing on July 1, 2012, and expiring twelve (12) months thereafter.

5. Binding Effect. The Districts are valid and existing Boards of Education authorized and existing under the laws of the Commonwealth of Kentucky. Each Board of Education is a body politic and corporate, with perpetual succession, authorized to make contracts. It is the expressed and stated intent of each District that this contract shall be binding on their successor boards as authorized and envisioned by KRS 160.160(1).

6. No Legal Rights to Third Party Beneficiaries. This Agreement does not give legal rights to third party beneficiaries and is subject to enforcement only between the Districts.

7. Severability. If it is determined that any clause set forth in this Agreement is unconstitutional, illegal, or otherwise unenforceable, the parties agree that the remaining terms, conditions, and provisions shall be given their full force and effect notwithstanding any finding that any one or more clauses is otherwise unenforceable.

8. Necessary Acts. Each and every party, to and including their respective employees, agents, successors, and assigns, will execute any and all documents necessary to give this Agreement its full force and effect and will take all actions necessary to enforce this Agreement, including, but not limited to, initiating and/or defending legal causes of action.

9. Counterpart Agreements. This Agreement may be executed in multiple counterparts, whether or not all signatories appear on these counterparts, and each counterpart

shall be deemed an original for all purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date appearing by his or its name below.

**GRANT COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
**Ronald Gene Livingood, Superintendent**  
**Grant County Board of Education**

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

\_\_\_\_\_  
**Richard Bredenberg, Chairman**  
**Grant County Board of Education**

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

**GALLATIN COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
**Dorothy Perkins, Superintendent**  
**Gallatin County Board of Education**

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

\_\_\_\_\_, **Chairperson**  
**Gallatin County Board of Education**

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

**CARROLL COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
**Lisa James, Superintendent**  
**Carroll County Board of Education**

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

\_\_\_\_\_  
**Jennifer Beach, Chairperson**  
**Carroll County Board of Education**

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

**OWEN COUNTY BOARD OF EDUCATION:**

\_\_\_\_\_  
**David Raleigh, Superintendent**  
**Owen County Board of Education**

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

\_\_\_\_\_, Chairperson  
**Owen County Board of Education**

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

**WILLIAMSTOWN INDEPENDENT BOARD OF EDUCATION:**

\_\_\_\_\_  
**Sally Skinner, Superintendent**  
**Williamstown Independent Board of Education**

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

\_\_\_\_\_  
**Connie Lawrence, Chairperson**  
**Williamstown Independent Board of Education**

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