

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "AGREEMENT") is made and entered into on June 30, 2015 by and between **Hart County Schools ("Hart")**, 26 Quality Street, Munfordville, KY 42765, (hereinafter Lead District) and **Campbellsville Independent Schools**, 138 S. Columbia Avenue, Campbellsville, KY 42718, **Caverna Independent Schools**, 1102 N. Dixie Hwy, Cave City, KY 42127, and **Elizabethtown Independent Schools**, 219 Helm Street, Elizabethtown, KY 42701 (hereinafter Participants).

WITNESSETH:

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, annually on or before December 1, a 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; and

Whereas, board policy 05.23 requires the Superintendent to direct the development of an energy management plan (EMP) and oversee the implementation and maintenance of the plan and report by October 1 of each year the EMP results for each fiscal year, including annual District energy usage, costs and anticipated savings; and

WHEREAS, KSBA has been designated by the Department of Energy Development and Independence to receive the individual reports and provide statewide data addressed in KRS 160.325; and

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.

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

WHEREAS, the Lead District pursuant to the MOA wishes to employ an Energy Manager for the term of this agreement to assist in the implementation of the energy management plan(s);

WHEREAS, the Lead District and Participants wish to share the resources provided for herein, subject to the terms and conditions of this agreement on a basis mutually agreed to and as recorded in their respective Board Minutes.

WHEREAS, The Louisville Gas and Electric ("LGE") and Kentucky Utilities ("KU") Companies have been authorized by the Kentucky Public Service Commission in PSC Case Nos. 2014-00371 and 2014-00372 to continue their Energy Management Program for Schools through unspent funds of \$475,000 during FY2016 to provide matching funds for energy managers employed to serve public districts with schools located in their service territory; and

WHEREAS, KSBA and LGE-KU entered into an Amendment to the Program Agreement on June 30, 2015, whereby LGE-KU agreed to extend the unspent funding through June 30, 2016; and

WHEREAS, KSBA and Hart have entered into a Memorandum of Agreement for Hart to receive on behalf of the Participants funding from LGE-KU for an energy manager.

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, hereby COVENANT AND AGREE to join together and to participate in the program as follows:

1. OBLIGATIONS OF THE LEAD DISTRICT

1.1 The Lead District shall undertake the following obligations for itself and each of the Participants:

1.1.1 Develop a Job Description for the Energy Manager;

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- 1.1.2 Employ an Energy Manager for an initial annual salary of \$50,000 plus benefits for the term of this agreement;
- 1.1.3 Share the services and costs of the Energy Manager with the Participants as follows; Campbellsville Independent Schools – 17.10%, Caverna Independent School District – 10.91%, Elizabethtown Independent Schools – 36.39%, and Hart County School District – 35.60%.
- 1.1.4 Provide office space, computer, cell phone and other support for the Energy Manager as mutually authorized by the Lead District and Participants as deemed necessary for conduct of the activities of the Energy Manager;
- 1.1.5 Authorize and reimburse travel expenses of the Energy Manager;
- 1.1.6 Credit against each Participant's allocated share of energy manager salary costs the LGE-KU School Energy Management Program grant amount as shown on Attachment A to this Memorandum of Agreement;
- 1.1.7 Invoice Participants their allocated net share of costs under this agreement due September 1, 2016;
- 1.1.8 Comply with the requirements of the KSBA-Hart Memorandum of Agreement;
- 1.1.9 Provide for the Energy Manager to attend approved energy management training, as needed and approved by the parties;
- 1.1.10 Establish performance goals for the Energy Manager jointly with the Participants;
- 1.1.11 Monitor the activities of the Energy Manager and track compliance with the cost and time sharing arrangement as agreed herein;
- 1.1.12 Conduct an annual evaluation of the Energy Manager with the assistance of the Participants;
- 1.1.13 Retain all records relating to this Agreement as required by District policy;

2. OBLIGATIONS OF THE PARTICIPANTS

2.1 PARTICIPANTS shall undertake the following obligations:

- 2.1.1 Reimburse Lead District annually its net allocated share of the Energy Manager's salary, benefits (\$210-Campbellsville, \$120 – Caverna, and \$440 – Elizabethtown) and intra-participant travel expenses (up to \$1,500-Campbellsville, \$500 – Caverna, and \$1,500 – Elizabethtown) per paragraph 1.1.6.7 of this MOA;
- 2.1.2 Designate a district contact person for the Energy Manager;
- 2.1.3 Assist the Lead District in the establishment of annual performance goals and evaluation of the Energy Manager;

3. MUTUALITY OF OBLIGATIONS

- 3.1 The obligations imposed upon the parties to this AGREEMENT are for the benefit of the parties and we each hereby agree that timely fulfillment of each and every obligation in accordance with this AGREEMENT is material and necessary. In the event of a material breach by either party to this AGREEMENT, the other party shall give written notice of the breach to the breaching party and the opportunity to cure such breach within (10) business days. Upon the failure of the breaching party to cure within said timeframe, the non-breaching party may terminate this AGREEMENT upon notice without further obligation to the other party.
- 3.2 Except as otherwise provided in this AGREEMENT, the parties to this AGREEMENT shall be solely responsible for any costs incurred in fulfilling their obligations under this AGREEMENT, and no party shall have any claim against the other party for reimbursement of such costs.

4. TERM OF AGREEMENT

- 4.1 The term of this AGREEMENT is from July 1, 2015 through June 30, 2016, or until termination of the MOA, whichever occurs earlier.

5. CANCELLATION

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5.1 This AGREEMENT can be terminated without cause by mutual consent of the parties upon thirty (30) days prior written notice to the other party, or by Hart at anytime upon depletion of the grant funding and for cause as provided for in paragraph 3.1.

6. NOTICE

6.1 Notice shall be mailed by registered or certified mail, or hand-delivered, to the Superintendent of the Lead District at the address at the beginning of this AGREEMENT.

IN WITNESS WHEREOF, the Lead District and the Participants have executed this AGREEMENT as of the date first written above.

AGREED TO BY:

Hart County - Lead District

Date: _____
Superintendent

Date: _____
Board Chair

Date: _____
Superintendent

Date: _____
Board Chair

Campbellsville Independent – Participating District

Date: _____
Superintendent

Date: _____
Board Chair

Caverna Independent - Participating District

Date: _____
Superintendent

Date: _____
Board Chair

Elizabethtown Independent - Participating District

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