

JOINT USE AND COST SHARING AGREEMENT

BOONE COUNTY SALT STORAGE/USE RYLE H.S. – LASSING LOCATION

THIS AGREEMENT ("Agreement"), is made and entered into on the later of the dates approved by the respective governing bodies of the parties: The County of Boone, Kentucky ("the County") and the Boone County Board of Education ("School District").

In consideration of the mutual benefits, terms and conditions contained herein, the County and the School District agree as follows:

1. The School District consents, agrees and licenses to the County the right to encroach upon, exclusively possess and use that portion of School District property for the purpose of the construction and operation of the salt storage facility to be located thereon and owned and used by the County, as depicted in Exhibit A attached hereto, upon the following terms and conditions.
2. Annually, the School District shall submit the quantity of its projected salt needs for its forthcoming road/hard surfaces freeze treatment season, in terms of tonnage. The County agrees to incorporate and include the School District's projected tonnage in its procurement for its same salt needs. The County will provide the School District access to the salt storage facility for its road/hard surfaces freeze treatment needs and then charge the School District the same price per ton that it paid for its salt procurement from its vendor.
3. In the event of a shortage of salt available for the combined needs of the County and School District, the County shall not be liable to the School District due to force majeure; i.e., circumstances beyond its control.

4. This Agreement shall remain in full force and effect so long as the County provides the School District its salt needs at the subject salt storage facility in accordance with paragraphs 2 and 3 above.

5. For purposes of this Agreement, "salt" means the granular chemical product commonly referred to as "salt" used by the County for treating its public roadways. "Salt storage facility" means the structure and accessory access for receiving, storage and distribution of the salt used to treat the County's public roadways.

6. This is the entire Agreement of the parties. It may only be modified in writing. If any provision is determined to be unenforceable, the parties intend that the Court reform the Agreement as best possible to accomplish its purposes of providing the best mutual economies of scale of salt purchases and salt distribution location for the mutual benefit of the parties and their taxpayers.

IN WITNESS WHEREOF, the parties set their hands, to document the approvals of their respective governing bodies.

Boone County Board of Education
By: _____
Its: Chairperson

Date

Boone County Fiscal Court
By: Larry W. Moore
Judge/Executive
21 October 2015
Date

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