

BOARD OF EDUCATION OF Elizabethtown ("BOARD")

A RESOLUTION OF THE BOARD OF EDUCATION AUTHORIZING THE SUPERINTENDENT TO ACT FOR AND ON BEHALF OF THE BOARD IN CONNECTION WITH THE SALE OF USED SCHOOL BUSES WHICH HAVE BEEN AND ARE HEREBY DECLARED SURPLUS BY THE BOARD AND THE PARTICIPATION OF THE BOARD IN THE POOLED USED BUS SALE CONDUCTED BY THE KENTUCKY INTERLOCAL SCHOOL TRANSPORTATION ASSOCIATION ON BEHALF OF PARTICIPATING SCHOOL DISTRICTS.

WHEREAS, the Board has determined that certain used school buses owned by the Board are no longer suitable for use by the Board in the transportation of students, and

WHEREAS, the Board desires to participate in the Pooled Used Bus Sale ("PUBS") conducted on behalf of participating Kentucky school districts ("Participating Districts") by the Kentucky Interlocal School Transportation Association ("KISTA"), and

WHEREAS, KISTA will act for and on behalf of those school districts participating in PUBS for 2016 by effecting published advertisements as required by law and notifying those prospective purchasers interested in used school buses ("Vehicles"), and

WHEREAS, KISTA will make the bidding information available to prospective purchasers requesting same and require that bids for all buses offered be submitted for consideration by KISTA on an Official Bid Form to be delivered to the address specified by KISTA on or before the sale date and hour indicated, and

WHEREAS, bids will be opened and considered by KISTA at the time stated and the successful bidders determined for each Vehicle, and

WHEREAS, upon determination of the successful bidders KISTA will notify the successful bidder and refer the successful bids to the respective Participating District for the respective Vehicle, and

WHEREAS, KISTA is not the owner of the Vehicles and is merely acting as a clearing house for Participating Districts in conducting a pooled, publicly advertised, competitive sale of the Vehicles, and

WHEREAS, KISTA, in cooperation with Participating Districts, has prepared the "KISTA Used School Bus Listing" attached to and made a part of the Official Bid Form on which are listed the model, model year, vehicle identification number, engine type, transmission type, brake type, mileage, and specific condition, as well as the respective Participating District which owns each Vehicle, and

WHEREAS, upon its receipt of bids KISTA will calculate the best bid received for each Vehicle and notify the Participating District owner which may accept or reject such bid by formal action within the time specified from the bid opening, and

WHEREAS, the Board has determined that it desires to participate in PUBS for 2016 and the Superintendent at the direction of the Board has supplied the specific information to KISTA for preparation of the required advertisements for sale, and

WHEREAS, it is necessary that the Board approve a form of Contract of Sale for Used School Buses and authorize the Superintendent to act on behalf of the Board in executing said Contract if the Superintendent determines that a bid is acceptable.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE BOARD AS FOLLOWS:

1. That the Board desires to participate in the Pooled Used Bus Sale Program conducted by the Kentucky Interlocal School Transportation Association on behalf of Participating Kentucky School Districts.
2. That the form of Contract of Sale for Used School Buses which is attached to this Resolution as Exhibit A has been reviewed and considered by the Board and its use is hereby authorized and approved.
3. That the Superintendent is hereby authorized to execute said Contract of Sale for Used School Buses on behalf of the Board, if the Superintendent determines, in his/her sole discretion, that the purchase price offered for the Board's Vehicle(s) is acceptable, without any further action of this Board.
4. That the Chairman and Secretary of the Board are hereby authorized to execute such Bills of Sale, Transfer of Title or other legal documents in order to effect the sale and delivery of the Vehicles identified in Exhibit B hereto, if and when the Superintendent determines that the sale price for said Vehicles is acceptable. Notwithstanding anything herein to the contrary, the Superintendent shall be empowered to reject all bids or accept bids for only selected Vehicles, as the case may be, in the discretion of the Superintendent.
5. That the adoption of this Resolution shall in no way bind the Board to the sale of the Vehicles unless and until the Superintendent executes on the Board's behalf the Contract of Sale for Used School Buses.
6. That in the information supplied prospective bidders by KISTA under the Official Terms and Conditions of Sale of Vehicles and in the Contract of Sale for Used School Buses identified as Exhibit A hereto, it shall be expressly stated that the Vehicles are offered, sold, and delivered without expressed or implied warranty with regard to use or condition; however, the Superintendent is authorized and directed under the terms of this Resolution to make a realistic appraisal of the condition of the Vehicles offered to KISTA and prospective bidders in order to avoid misunderstandings.

Passed and adopted this _____ day of _____, 2016.

Chairman, Board of Education of

ATTEST:

Secretary

The undersigned Secretary of the Board of Education of _____ hereby certifies that the above-Resolution was passed and adopted by the Board of Education on the date indicated by a vote of _____ voting for the motion to adopt said Resolution and _____ voting against said adoption as indicated below and that this Resolution shall be in full force and effect from and after said date of adoption.

Date this _____ day of _____, 2016.

Secretary, Board of Education

CONTRACT OF SALE FOR USED SCHOOL BUSES

THIS CONTRACT OF SALE (the "Contract") made and entered into as of the _____ day of _____, 2016 by and between the Kentucky School District indicated below (the "Seller") and the high bidder at the publicly advertised, competitive sale conducted by the Kentucky Interlocal School Transportation Association on behalf of said Seller for the Used School Bus Units identified below (the "Buyer")

WITNESSETH:

THAT, WHEREAS the Seller has conducted a publicly advertised, competitive sale of its used school buses (the "Bus Units") on May 11, 2016, through the Kentucky Interlocal School Transportation Association ("KISTA") and,

WHEREAS, the Buyer has submitted a signed offer for the purchase of the Bus Units hereinafter identified, which was determined by KISTA, and confirmed by the Seller, to be the highest and best bid submitted for said Bus Units, and

WHEREAS, the Buyer has conformed to the Official Terms and Conditions of Sale of Vehicles and has posted the required good faith deposit of 10% of the Purchase Price hereinafter specified for said Bus Units with KISTA, and

WHEREAS, the Seller has by action of its Board of Education duly authorized the acceptance of the offer of the Buyer for the purchase of the Bus Units.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND THE PAYMENT OF THE PURCHASE PRICE BY THE BUYER, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Seller hereby agrees to sell and the Buyer hereby agrees to purchase _____ Bus Units as identified in Exhibit A to this Contract for the total Purchase Price of \$_____ (the "Purchase Price").
2. The Buyer having deposited the sum of \$_____, representing 10% of the Purchase Price, the Balance of the Purchase Price \$_____ is due and payable to the Seller in cash, cashier's or certified check, or money order on or before a date two weeks from the date of this Contract, which date shall be the Delivery Date by which the Buyer shall be required to take delivery at the principal office of the Seller.

The Buyer shall arrange with the Seller for (i) the payment of the balance of the Purchase Price to the Seller and (ii) the establishment of a fixed Date of Delivery, which Date of Delivery must be a date within two weeks of the date of this Contract as shown above, unless with the written consent of the Seller.

3. The Buyer understands and agrees that the Bus Units are and have been offered for sale "As Is", and the Buyer has made such inspection of the Bus Units as it deems appropriate for its own purposes and understands and agrees that there is no warranty

regarding the use or condition of the Bus Units sold hereby, either express or implied. The Buyer will bear the entire expense of repairing or correcting any defects that presently exists or may occur in the vehicles purchased hereunder.

4. The Seller unconditionally warrants to the Buyer that it is the absolute owner of the Bus Units sold hereby and that said Bus Units are subject to no liens or encumbrances.

Upon the Seller's receipt of the Purchase Price, the Seller will deliver to the Buyer the Bus Units purchased hereunder at the principal office of the Seller at the address indicated below.

5. The Buyer acknowledges receipt of a copy of the Kentucky Transportation Cabinet's Bus Safety Requirements in accordance with the annual bus safety inspection.
6. Upon receipt of the Purchase Price, the Seller and Buyer will execute and record the required Bill of Sale required under KRS 186.190 and 186.200 in order to transfer title to the Bus Units purchased hereunder to the Buyer.
7. The Buyer understands that the Seller is required to disconnect or make inoperable the stop signal arm and flashing warning lights on the Bus Units purchased hereunder.
8. The Buyer understands that the Bus Units purchased hereunder must be removed from the property of the Seller within two weeks of the date of this Contract or the Buyer shall be in default under the terms of the sale of the Bus Units and the 10% good faith deposit shall be forfeited to the Seller.
9. The Seller certifies that the make, model, year, and serial number for the used vehicles identified in Exhibit A to this Contract are true and correct.
10. All taxes and fees due and payable relating to the transfer of the vehicles from the Seller to the Buyer and any taxes and fees that become due subsequent to the transfer of said Bus Units shall be the sole responsibility of the Buyer.
11. From the time of delivery of the Bus Units purchased hereunder, the Buyer shall be responsible for all insurance relating to such Bus Units, including collision, liability, and property damage and no loss, theft, injury, damage or destruction of the Bus Units sold hereunder shall in any manner release the Buyer from its obligations under this Contract following receipt of delivery of said Bus Units.
12. This Contract and all rights and obligations of the parties hereto shall be interpreted and governed by the laws of the Commonwealth of Kentucky and any provision hereof contrary to such laws shall not affect the validity of any other provision of this Contract.

IN WITNESS WHEREOF the parties have signed this Contract of Sale as of the date first above written.

SELLER
BOARD OF EDUCATION OF _____, KENTUCKY

By _____

Title

Post Office Address

Telephone

Contact Person

BUYER

By _____

Title

Post Office Address

Telephone

Contact Person

INSTRUCTIONS FOR EXECUTION OF CONTRACT (IN TRIPLICATE):

- 1) SCHOOL DISTRICT SHOULD (A) DATE CONTRACT (B) FILL IN AMOUNTS

(C) SIGN CONTRACT

- 2) CHECK EXHIBIT A TO CONTRACT FOR ACCURACY - DOES TOTAL ON EXHIBIT MATCH AMOUNT FILLED IN CONTRACT
- 3) SEND TWO (2) FULLY FILLED IN AND SIGNED COPIES OF CONTRACT TO BUYER AS SOON AS POSSIBLE WITH REQUEST ONE SIGNED COPY BE RETURNED - KEEP ONE COPY FOR DISTRICT'S RECORDS
- 4) BUYER SHOULD RETURN ONE SIGNED COPY OF CONTRACT TO DISTRICT
- 5) BUYER SHOULD CONTACT DISTRICT REPRESENTATIVE TO ARRANGE FOR PAYMENT AND DELIVERY