**MUTUAL AID AGREEMENT (Transportation)**

This agreement is entered into between **Spencer County Public Schools**, 207 W. Main Street, Taylorsville, KY and **Shelby County Public Schools**, 1155 West Main St., Shelbyville, KY 40066.

1. Each of the parties owns and maintains vehicles for the transportation of students. Each of the parties also retains trained transportation personnel.
2. In the event of a major emergency or event, each of the parties will need the assistance of the other party to provide supplemental student transportation and personnel.
3. Each of the parties has the necessary vehicles and personnel to enable it to provide such service to the other party in the event of such an emergency or event.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The transportation director or superintendent of either party, is authorized to request assistance from the other party if confronted with an emergency situation at which the requesting party has need for pupil transportation and/or personnel in excess of that available from the requesting party.
2. **Response to Request.** Upon receipt of such a request, the transportation director and/or superintendent shall immediately take the following action:
3. Determine if the responding party has vehicles and personnel available to respond to the requesting party and determine the nature of the equipment and number of personnel available.
4. Determine what available vehicles and what available personnel should be dispatched in accordance with the established operating plans and procedures.
5. In the event the needed vehicles and personnel are available, to dispatch such vehicles and personnel to the requesting district bus garage.
6. In the event the needed vehicles and personnel are not available, to immediately advise the requesting party of such fact.
7. **Supervisory Responsibility during Emergency or Event.** The transportation director of the receiving party shall supervise the operations of vehicles and/or personnel sent by the responding party. Personnel actions remain the responsibility of the responding party. Personnel and vehicle documentation may be initiated by the receiving party in order to assist the responding party.
8. **Termination of Service.** The vehicles and personnel of the responding party shall be released from service and returned to the responding district by the receiving transportation director as soon as conditions may warrant.
9. **Liability.** Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party’s employees relating to the performance of this agreement.
10. **Insurance.** Each party agrees to maintain adequate insurance coverage for its own vehicles and personnel.
11. **Compensation.** Each party agrees that it will not seek compensation for services
rendered under this agreement from the other party if confronted with an emergency situation at which the requesting party has need for vehicles or personnel in excess of that available at the requesting party’s inventory.
12. **Pre-Emergency Planning.** The transportation direct, safety coordinator, and/or superintendents of the parties shall, from time to time, mutually establish pre-emergency plans which shall indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of vehicles that should be dispatched under various possible circumstances, and the number of personnel that should be dispatched under such circumstances. Such plans shall take into consideration and insure the proper protection by the responding party of its own geographical area.
13. **Non-Exclusive Agreement.** The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
14. **Termination.** This agreement may be terminated by either party giving to the other party a thirty (30) day notice of termination in writing.

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Spencer County Public Schools Shelby County Public Schools

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Chair Board Chair

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Superintendent Superintendent