

Memorandum of Agreement between the Jefferson County Board of Education and the Jefferson County Board of Elections

This Memorandum of Agreement ("MOA") is made and entered into as of October 26, 2016 by the JEFFERSON COUNTY BOARD OF EDUCATION, a Kentucky public school district doing business as the Jefferson County Public Schools (hereinafter "JCPS") and the JEFFERSON COUNTY BOARD OF ELECTIONS, a public agency of the Commonwealth of Kentucky (hereinafter the "BOE").

Whereas, the BOE has the authority and responsibility for conducting primary, regular and special elections (hereinafter "elections") within Jefferson County, Kentucky, and the BOE has a need for suitable facilities to use as voting places for such elections; and

Whereas, JCPS operates schools and other programs in buildings located throughout Jefferson County, Kentucky (hereinafter individually, a "JCPS facility," and collectively, the "JCPS facilities") and JCPS is willing to allow the BOE to use JCPS facilities as voting places on the terms and conditions set forth in this MOA.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, JCPS and the BOE (hereinafter the "Parties") agree as follows:

I. JCPS agrees to make JCPS facilities available to the BOE for use as voting places for elections that are held during the term of this MOA, subject to the terms and conditions set forth in this MOA.

II. No later than 60 days before each election, the BOE shall provide to JCPS in writing a list of the JCPS facilities that the BOE desires to use as voting places for such election, including the desired space within each such facility (e.g., gymnasium, special purpose room, etc.). Within 10 days after receipt by JCPS of such list, (i) JCPS will confirm to the BOE in writing whether each such facility will or will not be available for such use for such election, and (ii) for each such facility that will be available for such use for such election, JCPS will provide the contact information for the principal or other JCPS employee who will be in charge of the facility for the hours of 5:15 a.m. through 9:00 p.m. on the date of such election.

III. JCPS agrees that the BOE shall have the right to use JCPS facilities for the purposes provided in this MOA without charge.

IV. The use by the BOE of the JCPS facilities that have been confirmed by JCPS to be available for an election as provided in Section II shall be subject to each of the following terms and conditions:

- A.** No later than one day before the date of the election, JCPS shall take any action that is necessary in the reasonable judgment of JCPS to make each JCPS facility ready for use by the BOE, including protective coverings on gymnasium floors, movement of

furniture or equipment, etc. If the BOE at any time has any concerns or receives any complaints from voters regarding the safety or the efficiency of any of the JCPS make-ready actions at any JCPS facility, the BOE shall immediately notify the principal of such JCPS facility.

- B. No later than one day before the date of the election, the BOE shall have access to those parts of each JCPS facility that have been specified in accordance with Section II for the purpose of placing voting machines and other equipment in such spaces. JCPS shall have no responsibility for any equipment or other property brought onto or placed in any JCPS facility by the BOE.
- C. On the date of the election, the BOE shall have the right to use each JCPS facility during the hours from 5:15 a.m. to 9:00 p.m. The right of BOE to use each JCPS facility shall be strictly limited to those parts of the JCPS facility that have been specified in accordance with Section II, including the use of the grounds of each such JCPS facility for reasonable means of entry to and egress from the JCPS facility.
- D. The BOE shall abide by all JCPS policies, procedures, rules and regulations and all applicable laws in its use of JCPS facilities and grounds. Without limitation of the foregoing, the BOE agrees that (i) the BOE shall not permit the use of tobacco products, alcoholic beverages or drugs in or on any JCPS facility and grounds, (ii) the BOE shall observe all applicable fire and safety regulations and codes, (iii) unless prior approval is given by JCPS in writing, no hazardous materials (including, but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, or strong acids or caustics) will be brought onto any JCPS facility or grounds or used in any way while using any portion of any JCPS facility or grounds, and (iv) the BOE shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability in its use of any JCPS facility or grounds.
- E. The BOE shall not sublease, reassign, or in any way encumber any portion of any JCPS facility and grounds, and the BOE shall not make any alterations to any JCPS facility or grounds without the prior written approval of JCPS.
- F. The BOE agrees that the BOE's use of JCPS facilities and grounds under the terms of this Agreement shall not require the BOE to have access to or the use of any concession or kitchen facilities and equipment in any JCPS facility.
- G. The BOE shall ensure that proper care is taken of JCPS facilities and grounds during its use thereof, and that the JCPS facilities and grounds are left in as good a condition after each use as immediately before it. The BOE agrees that any furniture or equipment moved by the BOE during the use of the JCPS facilities and grounds shall be restored to its original position and that the JCPS facilities and grounds shall be left in a clean and tidy condition. The BOE agrees to give notice to JCPS, within 24 hours, of any incident resulting in bodily injury or property damage occurring on or in

any way connected with the BOE's use of any JCPS facility and grounds. Such notice shall include details of the time, place and circumstances of the incident, as well as the names and addresses of any person(s) witnessing the incident.

- H. The BOE shall be solely responsible for the safety of its members, agents, employees, representatives, licensees and invitees during the period of the BOE's use of JCPS facilities. To the extent permitted by Kentucky law, the BOE shall indemnify and hold harmless JCPS, including its Board members, employees, agents and invitees, from any and all losses, claims, expenses, actions, costs, damages, and obligations accruing or resulting from any bodily injury or property damage to any person, corporation, partnership or other entity occurring or in connection with the use by the BOE of any JCPS facility and grounds under this MOA.
- I. Unless waived in writing by the Treasurer of JCPS, the BOE shall maintain during the term of this MOA policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; automobile liability, \$1,000,000; and workers compensation coverage with limits required by law. The BOE shall furnish to the Treasurer of JCPS certificates of insurance evidencing this coverage and naming JCPS as an additional insured. The BOE agrees that any such insurance policy(ies) procured by the BOE shall be primary and that any insurance policy(ies) procured by JCPS shall be secondary for any claims arising out of the BOE's use of the JCPS facilities and grounds.
- J. JCPS and the BOE agree that if any JCPS facility becomes unavailable due to circumstances beyond JCPS's control, including but not limited to loss of electrical power, sickness, terrorism, war, adverse weather, or natural disaster (earthquake, fire, flood, ice storm, tornado, windstorm, etc.), JCPS shall notify the BOE of such unavailability as soon as JCPS learns of such circumstances and the BOE's right to use such JCPS facility under this MOA shall be cancelled during such period of unavailability.

VI. The term of this MOA will begin on October 26, 2016 and will end on June 30, 2017. The term of this MOA will automatically be renewed for successive additional terms of one year each thereafter, unless either party gives written notice of nonrenewal of this MOA to the other party at least 30 days before the end of the initial term or any renewal term.

VII. Either Party shall have the right to terminate this MOA for convenience at any time, such termination to be effective 30 days following written notice served upon the other Party by certified or registered mail with return receipt requested; provided, JCPS shall not have the right to terminate this MOA for convenience within the period that is 60 days prior to the date of any election. In addition, either Party may terminate this MOA immediately for cause upon written notice served upon the other Party by certified or registered mail with return receipt requested.

VIII. This MOA constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating to such subject matter. The terms and conditions of this MOA may be extended or amended at any time by mutual agreement, commemorated in writing and signed by both Parties.

IX. If any court of competent jurisdiction holds any provision of this MOA unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this MOA. If such provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this MOA and shall not affect any other provisions of this MOA.

X. This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this MOA shall be brought in the courts, state or federal, within Jefferson County, Kentucky, and each party expressly waives the right to bring any legal action or claims in any other courts.

JEFFERSON COUNTY BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

JEFFERSON COUNTY BOARD OF ELECTIONS

By: Bobbie T. Volzclaw

Name: Bobbie T. Volzclaw

Title: Jefferson County Clerk

Date: 9/28/16

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