

CONTRACT

This CONTRACT is made and entered into by and between the Louisville Metro Air Pollution Control District ("District") and Board of Education of Jefferson County, Kentucky ("Board"), operating as Jefferson County Public Schools.

WHEREAS, District desires to place its monitoring equipment (and building, pad and fencing) on the premises of Carrithers Middle School at 4320 Billtown Road ("Carrithers"); and

WHEREAS, District has a continuing need to place its monitoring equipment (and building, pad and fencing) on the premises located at Carrithers; and

WHEREAS, Board is willing to allow District to place its monitoring equipment (and building, pad and fencing) on the premises located at Carrithers;

In consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. DEFINITIONS

The following are agreed definitions under this contract:

a. "Monitoring equipment" means ambient air monitoring analyzers and associated supporting equipment used by District to test for adherence to the National Ambient Air Quality Standards. The supporting equipment includes computers, data loggers, internet routers and switches, electrical lines, tubing, office furniture, and any other property of District.

b. "Storage area" means the area shown on Exhibit A attached hereto and made part hereof, and includes a 10' x 14' prefabricated building ("building") on a 18' x 22' concrete pad ("pad") surrounded by chain link fencing ("fencing") (each to be placed, or caused to be placed by District) within such area.

2. PURPOSE

The purpose of this contract is for Board to permit District to place the monitoring equipment, building, pad and fencing in the storage area and use the monitoring equipment, building, pad and fencing in the storage area (collectively, the "project").

3. DURATION

The duration of this contract shall continue until either party notifies the other party by thirty (30) days' prior written notice that it wishes to terminate this contract.

4. NOTICE

Notice to District shall be given to:

Executive Director
Louisville Metro Air Pollution Control District
701 W. Ormsby Avenue, Suite 303
Louisville, Kentucky 40203

Notice to Board shall be given to:

Jefferson County Public Schools
3332 Newburg Road
Louisville, Kentucky 40218
Attention: Franklin Jones, Manager of Real Estate

with a copy to:

Jefferson County Public Schools
P.O. Box 34020
Louisville, KY 40232-4020
Attention: Legal Counsel

5. CONSIDERATIONS

The considerations for this contract are the mutual agreements and obligations of the parties hereto contained herein and the mutual purposes for this contract.

6. OBLIGATIONS OF BOARD

Board agrees to allow District to maintain internet and electrical services in the storage area billed directly to District, at District's expense. Board shall not be liable for any accidental damage to the monitoring equipment or the storage area.

7. OBLIGATIONS OF DISTRICT

District agrees to (i) maintain and leave the monitoring system and storage area in a safe, clean, orderly, working and commercially reasonable condition, (ii) take reasonable measures to minimize interference with the operation of Carrithers (iii) protect the monitoring equipment and storage area, and to properly police same, (iv) promptly repair and restore any portion of the premises located at Carrithers damaged by District (or its employees, contractors, subcontractors and materialmen), (v) perform and complete the project in a professional, diligent and workmanlike manner in accordance with all applicable statutes, ordinances, rules, regulations, laws and codes (vi) to the extent permitted by applicable law, hold Board and Jefferson County School District Finance Corporation harmless and indemnify them against any claims, demands, costs and expenses (including reasonable attorney fees and court costs), arising from and out of all activities of District and/or its employees acting within the course and scope of their employment, contractors, subcontractors and materialmen relating to the project, and (vii) after termination of this contract, promptly remove the monitoring equipment and, unless Board directs District not to do so, the storage area (including the building and fencing) from the premises located at Carrithers.

In witness whereof, the parties hereto have caused these presents to be executed by their officers duly authorized this 11 day of April, 2017.

District:

**LOUISVILLE METRO AIR POLLUTION
CONTROL DISTRICT**

By: 

Keith Talley, Sr.
Executive Director

Board:

**BOARD OF EDUCATION OF
JEFFERSON COUNTY, KENTUCKY**

By: 

Donna M. Hargens, Ed.D.
Superintendent

Approved as to form and legality:



Stacy Fritze Dott
Assistant County Attorney

Attachment:

Exhibit A - Depiction of Storage Area

61505088.5

EXHIBIT A

Depiction of Storage Area

(attached hereto)

