

MEMORANDUM OF AGREEMENT

BETWEEN THE

ENERGY MANAGEMENT CONSULTING LLC (EMC)

AND

BOONE COUNTY SCHOOLS

ENERGY MANAGEMENT SERVICES

THIS MEMORANDUM OF AGREEMENT (the "AGREEMENT") is made and entered into on January 29, 2019 by and between Energy Management Consulting LLC, 3600 Frankfort Road, Georgetown, Kentucky 40324 (hereinafter "EMC") and Boone County Schools, 8330 US Highway 42, Florence, Kentucky 41042, (hereinafter "District").

WITNESSETH:

WHEREAS, KRS 160.325 requires school districts to respond to rising energy costs by focusing on the management of its various uses of energy; and

Whereas, board policy 05.23 requires the Superintendent to direct the development of an energy management plan (EMP) and oversee the implementation and maintenance of the plan and report by October 1 of each year the EMP results for each fiscal year, including annual District energy usage, costs and anticipated savings; and

WHEREAS, EMC is a corporation in the Commonwealth of Kentucky; and

WHEREAS, District recognizes the opportunity to conserve both financially and environmentally by implementing an energy management plan; and

WHEREAS, District desires to receive energy management services provided by EMC; and

WHEREAS, District is a body politic and corporate, pursuant to KRS 160.160, having the authority to contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties to this AGREEMENT, EMC and District hereby COVENANT AND AGREE to the following terms and conditions for KSBA to provide energy management services to District as follows:

1. OBLIGATIONS OF EMC

1.1 EMC shall undertake the following obligations for District:

1.1.1 Provide District with professional energy management services as needed beginning March 1, 2019 and continuing through June 30, 2019 as follows:

- Consult with and assist district personnel in evaluating the Proposals for Energy Management Services for the District.
- Other Energy Management Tasks as Assigned.

2. OBLIGATIONS OF District

2.1 District shall undertake the following obligations:

- 2.1.1 Provide in writing specific energy management services as described above as needed to be undertaken by EMC:
- 2.1.2 Pay EMC the fee of \$100 per hour, not to exceed \$2,000 plus \$100.00 per hour for additional energy management services requested in writing.
- 2.1.3 Pay travel expenses per the latest approved IRS mileage rate.
- 2.1.4 Payment will be made within 30 days of receipt of invoice from EMC.

3. RELATIONSHIP OF Parties

- 3.1 It is agreed and understood that the professional energy management services are furnished under this agreement by EMC as an independent contractor of District and that the District shall not be expected to furnish employee benefits, worker's compensation, or other employee benefits to the EMC service providers.

4. MUTUALITY OF OBLIGATIONS

- 4.1 The obligations imposed upon the parties to this AGREEMENT are for the benefit of the parties and we each hereby agree that timely fulfillment of each and every obligation in accordance with this AGREEMENT is material and necessary. In the event of a material breach by either party to this AGREEMENT, the other party shall give written notice of the breach to the breaching party and the opportunity to cure such breach within (10) business days. Upon the failure of the breaching party to cure within said timeframe, the non-breaching party may terminate this AGREEMENT upon notice without further obligation to the other party.

4.2 Except as otherwise provided in this AGREEMENT, the parties to this AGREEMENT shall be solely responsible for any costs incurred in fulfilling their obligations under the AGREEMENT, and no party shall have any claim against the other party for reimbursement of such costs.

5. TERM OF AGREEMENT

5.1 The term of this AGREEMENT shall run from March 1, 2019 through June 30, 2019, or until termination of the Program Agreement as otherwise provided herein.

6. CANCELLATION

6.1 This AGREEMENT can be terminated without cause by mutual consent of the parties following thirty (30) days prior written notice to the other party.

7. NOTICE

7.1 Notices required under this agreement shall be mailed by registered or certified mail, or hand-delivered, to the District Schools' Superintendent at the address at the beginning of this AGREEMENT and to EMC at the address at the beginning of this AGREEMENT.

IN WITNESS WHEREOF, EMC and District have executed this AGREEMENT as of the date first written above.

AGREED TO BY:

Energy Management Consulting LLC

James McClanahan, Owner

Date: _____

Boone County Schools

~~Linda Schild, District Finance Officer~~
Karen Byrd, Chair,
BCBOE

Date: _____