

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM # 1116 **DATE:** October 13, 2021

TOPIC/TITLE: Contracts

PRESENTER: Danny Adkins

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
- ☐ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

SUMMARY OF MAJOR ELEMENTS:

Attached contract recommended for approval: Auction Contract; MOU with Franklin County for CDL Testing.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

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BACKGROUND INFORMATION:

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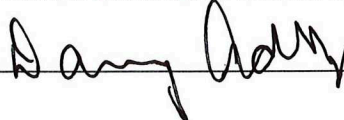
SUMMARY OF MAJOR ELEMENTS:

Attached contract recommended for approval: Auction Contract for school surplus auction on November 6, 2021.

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



PERSONAL PROPERTY AUCTION CONTRACT

Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 28 day of SEPTEMBER, 2021 between
WOODFORD CO. BOARD OF EDUCATION

of _____, hereafter called Seller,
and ROY LANCASTER AUCTIONEER, hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

SCHOOL BUSES LIST PROVIDED BY KAY TEGETHOFF
(2) WORK TRUCKS LIST PROVIDED BY SHERMAN GREEN
MISC. SURPLUS FURNITURE / DESKS
FILE CABINETS / ETC ETC

The auction is to be held at WOODFORD CO. BUS GARAGE
on the 6 day of NOVEMBER, 2021. And in case of postponement because of

inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneer may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens of encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all encumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

Seller agrees to pay sale expenses including:

Auctioneer's Fee 25%

Clerk's Fee —

Cashier's Fee —

Other Personnel —

Advertising PAID BY SELLER APPROX 750⁰⁰

Other _____

(x) Roy Lancaster
(Auctioneer's Signature)

151 HIGH ST VERSAILLES (859) 489-0877
(Auctioneer's Address) (Telephone)

* AUCTIONEER WILL PUBLISH ADS IN LEX, HERALD, WOODFORD SUN, WEBSITE

* AUCTIONEER WILL FURNISH SIGNS.

* WCBE WILL FURNISH LABOR TO BRING ITEMS TO BUS GARAGE.

* NO CHARGE IF RESERVE BUSES DON'T SELL

(Seller's Signature) (Telephone)

(x) _____
(Seller's Signature) (Telephone)

(Seller's Address)

(Seller's Social Security No. or FED ID No.)

9-28-2021

MAINTENANCE DEPT

2012 F-250 4X4 PICK-UP TRUCK (BLUE)

2009 F250 4X4 PICK-UP TRUCK (WHITE)

HOBART MIXER

HOBART SALAD CHOPPER

GAS BURNERS / OVENS

DESKS

CHAIRS

CABINETS

WEED TRIMMERS

STIHL CONCRETE SAW

COMPUTER TABLES

ETC

BUS GARAGE

MINIMUM OF 5 SCHOOL BUSES

SEE KAY FOR EXACT LIST.

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BACKGROUND INFORMATION:

Contracts are required to be approved by the Board of Education.

SUMMARY OF MAJOR ELEMENTS:

Attached contract recommended for approval: Memorandum of Understanding with Franklin County Schools for CDL Testing.

IMPACT ON RESOURCES: Cost of testing is the sum of the instructor's hourly rate plus fringe benefits. For example, the last three costs were \$173.74, \$158.00 and \$145.68.

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☐ Recommended ☐ Not Recommended

21-22 school year

190 Kings Daughters Drive #300
Frankfort, Kentucky 40601
(502)695-6700
FAX (502)352-2255



Franklin County Schools

Mark Kopp, Superintendent
www.franklin.kyschools.us
facebook.com/fcpschools
Twitter - @FCSmarkkopp
#OneTeamFCS
#FCSNoLimits

Memorandum of Understanding

This memorandum of understanding, ("MOU") effective upon the last signature herein below, by and between the Franklin County Board of Education ("Franklin County BOE") and the Woodford County Board of Education ("Woodford County BOE"), each a State agency body politic and corporate.

WHEREAS, the Franklin County BOE desires to offer the services of its Third Party Examiner for administering CDL Class B driving examinations to meet the needs of the Woodford County BOE for that purpose;

WHEREAS, the Woodford County BOE has determined the provisions of the KRS 45A.385 to be applicable as to the 2021-2022 fiscal year;

WHEREAS, the Franklin County BOE and the Woodford County BOE desire to reduce the terms of the MOU to writing.

TO WIT:

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the Franklin County BOE and the Woodford County BOE do hereby agree as follows:

1. The Franklin County BOE will charge the sum of the instructor's hourly rate plus fringe benefits for the required CDL Class B testing of applicant school bus drivers from the Woodford County Schools.
2. Not more frequently than once each month the Franklin County BOE will invoice the Woodford County BOE for services as provided as set out in paragraph 1, above.
3. It is understood and agreed that the examiner administering the CDL Class B driver examinations will at all times in providing services under this MOU remain an employee/independent contractor, agent of the Franklin County BOE.
4. The Franklin County BOE and the Woodford County BOE, by and through its superintendent/designee, shall take reasonable action to assure there is no discrimination under this MOU against any individual on the basis of race, color, national origin, sex, gender, religion, genetic information, or disability.
5. The Franklin County BOE and the Woodford County BOE agree this MOU is terminable at any time by either party, with or without cause, upon written notice to the other at least ten (10) school days prior to the effective date of such termination, but the MOU will end not later than June 30, 2022, although is subject to being extended by separate document executed by an authorized agent of each party.
6. The Franklin County BOE and the Woodford County BOE will provide a copy of this MOU to such insurance carriers as deemed necessary for each party.
7. This MOU contains all of the terms agreed upon by the two (2) boards of education with respect to the subject matter of this MOU and supersedes all prior agreements, arrangements, and

communications between the boards of education concerning the subject matter, whether oral or written.

IN WITNESS WHEREOF, the Board of Education of Franklin County and the Board of Education of Woodford County have authorized this MOU to become effective as first set out herein above.

BOARD OF EDUCATION OF
FRANKLIN COUNTY

BY: [Signature]
Authorized Representative

Name Printed: Mark Kopp

Date: 9/7/2021

Date of Board Approval: 9/7/2021

BOARD OF EDUCATION OF
WOODFORD COUNTY

BY: _____
Authorized Representative

Name Printed Danny Adkins

Date: _____

Date of Board Approval _____