**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**the Boone County School District**

**AND**

**the Perry County School District**

This Memorandum of Understanding (this “MOU” or “Agreement”) establishes an agreement between the Boone County School District (“Boone County”) and the Perry County School District (“Perry County”) wherein the former agrees to lease two school buses to the latter for the purpose of aiding in disaster relief experienced as the result of flooding in Eastern Kentucky.

**RECITALS**

 **WHEREAS,** in the summer of 2022, Eastern Kentucky experienced significant flooding that devastated the region;

 **WHEREAS**, as a result of this flooding, Perry County has suffered significant loss;

 **WHEREAS**, Boone County currently has two (2) surplus school buses in its possession that are not in active use for the 2022-23 school year;

 **WHEREAS,** Boone County desires to aid a fellow school district by leasing these two surplus buses to Perry County for the 2022-23 school year;

**AGREEMENT**

 **THEREFORE**, in consideration of the mutual covenants and conditions contained herein, Boone County and Perry County jointly agree as follows:

1. **Bus Lease.** Boone County currently has two (2) surplus school buses (individually referred to as “Bus 1” and “Bus 2”; collectively referred to as “the Equipment”) in its possession that are not in active use for the 2022-23 school year.
* **Bus 1:** Bus #36 License plate- KC5540 (VIN. # 1BAKACPA0GF323519) (34 passenger conventional bus) (Blue Bird manufacturer) Service Date-10/15/2015, 56153 miles.
* **Bus 2:** Bus# 37 License plate- KC5541 (VIN. # 1BAKACPA7GF323520) (34 passenger conventional bus) (Blue Bird manufacturer) Service Date- 10/15/2015, 57247 miles.
1. Subject to the provisions set forth herein, Boone County agrees to lease the Equipment to Perry County and allow Perry County to take possession of Bus 1 and Bus 2 for use during the 2022-23 school year. In consideration for the lease of the Equipment, Perry County will pay Boone County the sum of One Dollar ($1.00), due and owing within seven (7) days of Perry County’s possession of the Equipment.
2. **Costs and Expenses**. Upon taking possession of the Equipment, Perry County agrees to assume all costs and expenses associated with the Equipment’s operation including, but not limited to, fuel, oil, and other maintenance and repair related expenses, until such time as this Agreement is terminated and both Bus 1 and Bus 2 are returned to the possession of Boone County. Perry County further agrees to maintain the Equipment in good working condition and shall be solely responsible for any and all damage incurred while the Equipment is in its possession.
3. **Equipment Use**. Perry County agrees to use the Equipment only for such purposes permissible by Kentucky law.
4. **Liability Insurance.** Upon taking possession of the Equipment, Perry County agrees to assume all responsibility for the same. Perry County shall ensure that both Bus 1 and Bus 2 are covered by an auto and fleet insurance policy, which shall include collision, liability, and all other coverage as required by KRS 160.310 and 702 KAR 5:030, from the Effective Date of this Agreement until such time as this Agreement is terminated and the Equipment is returned to the possession of Boone County. Perry County shall provide a copy of the insurance policy demonstrating coverage for the Equipment to Boone County within seven (7) days from the Effective Date of this Agreement.
5. **Indemnification.** To the extent authorized under Kentucky law, Perry County, its agents, employees, and elected officials agree to indemnify, defend, and hold harmless Boone County, its agents, employees, and elected officials from any and all claims, demands, causes of actions, court costs, and attorney fees arising from or related to any acts or omissions of Perry County, its agents, employees, and elected officials relating to the operation and maintenance of Bus 1 and Bus 2.
6. **Effective Date.** This Agreement is effective upon the mutual approval of the respective Boards of Education and subject to the Kentucky Department of Education’s approval of those aspects of it which by law may require their approval.
7. **Transfer of Possession.** Boone County agrees to transfer possession of the Equipment to Perry County within seven (7) days from the Effective Date of this Agreement. Upon termination of this Agreement, Perry County agrees to return the Equipment to Boone County in the same condition as it was received.
8. **Termination**. This MOU shall continue in effect until June 30, 2023. However, should Boone County require Bus 1 and/or Bus 2 to be returned prior to that date for any reason, Boone County may provide written notice of the whole or partial termination of this Agreement. Upon written notice of termination, Perry County shall return the Equipment to Boone County within fourteen (14) days from receipt of said written notice.
9. **Amendment.** This Agreement may only be revised or amended upon mutual approval of the Boards of Education of each district.
10. **Choice of Law.** This Agreement may be enforced by either party in the courts situated in Boone County, Kentucky, and this MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
11. **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remainder of the Agreement shall not in any way be affected or impaired by such holding.

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**THE PARTIES TO THIS AGREEMENT EVIDENCE THEIR ACCEPTANCE OF ITS TERMS BY THEIR SIGNATURES BELOW:**

This MOU was approved by the Boone County Board of Education during the regular meeting held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

Boone County Schools

Matthew Turner, Superintendent

Signature:

Date:

Boone County Board of Education

Julia Pile, Chairperson

Signature:

Date:

Approved by:

Olivia F. Amlung, Esq.

Adams Law, PLLC

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Covington, KY 41011

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**THE PARTIES TO THIS AGREEMENT EVIDENCE THEIR ACCEPTANCE OF ITS TERMS BY THEIR SIGNATURES BELOW:**

This MOU was approved by the Perry County Board of Education during the regular meeting held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

Perry County Schools

Jonathan Jett, Superintendent

Signature:

Date:

Perry County Board of Education

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chairperson

Signature:

Date:

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