

JEFFERSON COUNTY BOARD OF EDUCATION
BUS LEASE AGREEMENT

This Lease Agreement is entered into on this 7th day of September 2022 by and between the Jefferson County Board of Education having a mailing address of 3332 Newburg Road, Louisville, KY 40218 ("JCBE"), and the Letcher County Board of Education ("LCBE"), having a mailing address of 224 Parks St, Whitesburg, KY 41858.

1. The JCBE hereby agrees to lease the following three (3) school buses to the LCBE at a cost of ONE DOLLAR (\$1.00) to LCBE.

- a. 0725 4UZAAXDC28C456016 9/8/22
- b. 0922 1BAKCKA24F266544 9/8/22
- c. 0731 4UZAAXDC48C456051 9/8/22

2. The lease term shall begin on September 7th, 2022 and shall terminate upon 3 days' written notice by either party to the other party. Written notices may be sent by email, facsimile, or U.S. Postal Service to the following addresses:

- a. Marcus.dobbs@jefferson.kyschools.us Marcus Dobbs, Executive Administrator of Transportation, Jefferson County Public Schools 3001 Crittenden Drive, Louisville, KY 40209
- b. Letcher Co. Board of Education 224 Parks St, Whitesburg, KY 41858

3. At the conclusion of the lease term, the JCBE shall invoice the LCBE for the full lease amount, which the LCBE shall pay within 30 days.

4. The JCBE shall deliver the buses to LCBE at a location specified by the JCBE in good working order. During the term of the lease, LCBE will be solely responsible for maintaining and servicing the buses as necessary and in compliance with federal and state laws and regulations. LCBE shall be responsible for all costs of maintenance as well as all operating costs, including but not limited to, the cost of fuel.

5. LCBE shall ensure that the drivers assigned to the leased buses are fully trained and

properly licensed. LSBE shall at all times during its lease and possession of the school buses comply with all applicable laws, regulations, and rules, and keep in force all licenses, permits, and certificates necessary for the possession and operation of school buses.

6. During the lease term, LCBE will assume liability for all claims, damages, injuries, actions, and expenses for injuries to persons, including staff and students, or damage to the buses, and LCBE's insurance coverage shall be the primary insurance coverage for all purposes. To the extent permitted by law, LCBE agrees to hold harmless, indemnify, and defend JCBE and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including LCBE itself, in connection with the performance of this Agreement.
7. LCBE shall maintain during the term of this Agreement policies of primary insurance covering the following risks 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; and automobile liability, \$1,000,000. Additionally, LCBE shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. LCBE shall furnish certificates of insurance evidencing this coverage to JCBE.

IN WITNESS WHEREOF, the parties hereto have executed and accepted this agreement and agree to be bound by the terms hereof.

JEFFERSON COUNTY BOARD
OF EDUCATION

LETCHER COUNTY BOARD
OF EDUCATION

Dr. Martin Pollio, Superintendent


