

**BULLITT
COUNTY
PUBLIC
SCHOOLS**

DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

DEPARTMENT OF FACILITIES

MEMO

TO: Dr. Jesse Bacon, Superintendent *JB*
FROM: Danny Clemens, Director of Facilities
Date: May 8, 2024
RE: Interlocal Agreements- Bullitt County Fiscal Court **DC**

Presented for consent is an Interlocal Agreement with the Bullitt County Fiscal Court. The purpose of this agreement is to do paving projects at Lebanon Junction Elementary School and North Bullitt High School this summer.

I recommend approval of this request.

Attached paperwork is listed below with action items noted for each:

- Interlocal Agreement- LJES (Signature pg 2)
- Interlocal Agreement- NBHS (Signature pg 2)

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

T Wood

**INTERLOCAL AGREEMENT BY AND BETWEEN
BULLITT COUNTY FISCAL COURT AND
THE BULLITT COUNTY BOARD OF EDUCATION, KENTUCKY**

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE FISCAL COURT OF BULLITT COUNTY, KENTUCKY AND THE BULLITT COUNTY BOARD OF EDUCATION, KENTUCKY, PURSUANT TO THE INTERLOCAL COOPERATION ACT, KRS 65.210, ET SEQ., FOR THE PURPOSE OF ROAD MAINTENANCE AND IMPROVEMENT

WHEREAS, the Fiscal Court of Bullitt County, Kentucky (the "County"), and the Board of Education of Bullitt County, Kentucky (the "Board of Education"), desire to enter an Interlocal Cooperation Agreement (the "Agreement"), pursuant to KRS 65,210, et seq., for the purpose of construction, reconstruction or maintenance of a municipal road or bridge.

NOW THEREFORE, BE IT RESOLVED by the Fiscal Court of Bullitt County, Kentucky and the Board of Education of Bullitt County, Kentucky as follows:

1. This Agreement shall be effective upon May 7, 2024, and shall terminate on October 31, 2024;
2. This Agreement shall be administered by the Bullitt County Judge/Executive or his/her designee in coordination with the Superintendent of the Board of Education of Bullitt County, or his/her designee;
3. This Agreement is formed for the purpose of construction, reconstruction or maintenance of a municipal road(s) or bridge(s) and is limited to road work at ~~Lebanon Junction Elementary School~~;
4. This Agreement shall be financed as follows: The County shall provide all equipment and labor to perform the road work and the Board of Education shall pay the cost of all materials therewith. The County shall certify, upon request of the Board of Education, that all material costs are properly secured from bids administered through the Kentucky Model Procurement Code. Billing for all materials shall be directly to and paid for by the Board of Education upon presentation of proper documentation as required by the Director of Finance of the Board of Education;
5. Notwithstanding the termination date set forth herein, this Agreement may be terminated at any time by a proper vote of the Fiscal Court or the Board of Education if deemed in the public interest to do so;
6. In the event of early termination of this Agreement, any and all property acquired pursuant to this Agreement shall be disposed of by the County in accordance with applicable law, and any funds resulting from such disposal shall be divided and distributed evenly between the County and the Board of Education;


7. The Parties shall indemnify, defend and hold harmless each other and their officers, employees, and agents from any and all suits, actions or claims of any character due to any injury or damage arising from the performance of work pursuant to this Agreement to the extent allowed by Kentucky law; and
8. A certified copy of this Agreement shall be filed with the Kentucky Secretary of State as required by KRS 65.290.

Considered and Adopted at a Regular Meeting of the Fiscal Court of Bullitt County, Kentucky on the 7th day of May, 2024.

Considered and Adopted at a Regular Meeting of the Board of Education of Bullitt County, Kentucky on the _____ day of _____, 2024.

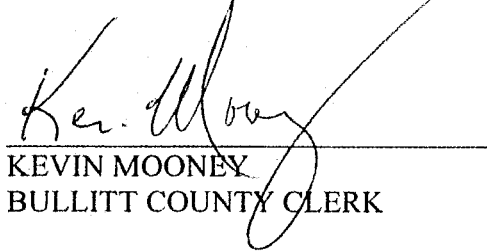
BULLITT COUNTY FISCAL COURT

BULLITT COUNTY BOARD OF EDUCATION


JERRY SUMMERS
BULLITT COUNTY JUDGE/EXECUTIVE

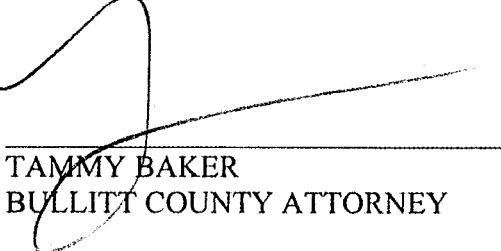
DARRELL COLEMAN
BOARD CHAIRMAN

ATTESTED TO:

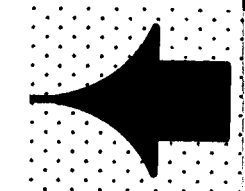
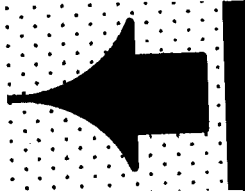
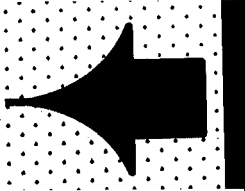

KEVIN MOONEY
BULLITT COUNTY CLERK

DR. JESSE BACON
SUPERINTENDENT

APPROVED AS TO FORM AND LEGALITY BY:


TAMMY BAKER
BULLITT COUNTY ATTORNEY

ERIC FARRIS
BOARD OF EDUCATION ATTORNEY



**INTERLOCAL AGREEMENT BY AND BETWEEN
BULLITT COUNTY FISCAL COURT AND
THE BULLITT COUNTY BOARD OF EDUCATION, KENTUCKY**

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE FISCAL COURT OF BULLITT COUNTY, KENTUCKY AND THE BULLITT COUNTY BOARD OF EDUCATION, KENTUCKY, PURSUANT TO THE INTERLOCAL COOPERATION ACT, KRS 65.210, ET SEQ., FOR THE PURPOSE OF ROAD MAINTENANCE AND IMPROVEMENT

WHEREAS, the Fiscal Court of Bullitt County, Kentucky (the "County"), and the Board of Education of Bullitt County, Kentucky (the "Board of Education"), desire to enter an Interlocal Cooperation Agreement (the "Agreement"), pursuant to KRS 65,210, et seq., for the purpose of construction, reconstruction or maintenance of a municipal road or bridge.

NOW THEREFORE, BE IT RESOLVED by the Fiscal Court of Bullitt County, Kentucky and the Board of Education of Bullitt County, Kentucky as follows:

1. This Agreement shall be effective upon May 7, 2024, and shall terminate on October 31, 2024;
2. This Agreement shall be administered by the Bullitt County Judge/Executive or his/her designee in coordination with the Superintendent of the Board of Education of Bullitt County, or his/her designee;
3. This Agreement is formed for the purpose of construction, reconstruction or maintenance of a municipal road(s) or bridge(s) and is limited to road work at ~~North Bullitt High School~~;
4. This Agreement shall be financed as follows: The County shall provide all equipment and labor to perform the road work and the Board of Education shall pay the cost of all materials therewith. The County shall certify, upon request of the Board of Education, that all material costs are properly secured from bids administered through the Kentucky Model Procurement Code. Billing for all materials shall be directly to and paid for by the Board of Education upon presentation of proper documentation as required by the Director of Finance of the Board of Education;
5. Notwithstanding the termination date set forth herein, this Agreement may be terminated at any time by a proper vote of the Fiscal Court or the Board of Education if deemed in the public interest to do so;
6. In the event of early termination of this Agreement, any and all property acquired pursuant to this Agreement shall be disposed of by the County in accordance with applicable law, and any funds resulting from such disposal shall be divided and distributed evenly between the County and the Board of Education;

7. The Parties shall indemnify, defend and hold harmless each other and their officers, employees, and agents from any and all suits, actions or claims of any character due to any injury or damage arising from the performance of work pursuant to this Agreement to the extent allowed by Kentucky law; and
8. A certified copy of this Agreement shall be filed with the Kentucky Secretary of State as required by KRS 65.290.

Considered and Adopted at a Regular Meeting of the Fiscal Court of Bullitt County, Kentucky on the 7th day of May, 2024.

Considered and Adopted at a Regular Meeting of the Board of Education of Bullitt County, Kentucky on the _____ day of _____, 2024.

BULLITT COUNTY FISCAL COURT

BULLITT COUNTY BOARD OF EDUCATION


JERRY SUMMERS
BULLITT COUNTY JUDGE/EXECUTIVE

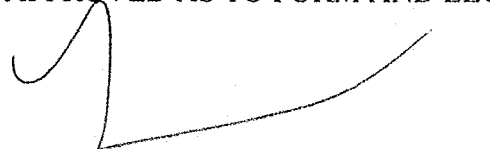
DARRELL COLEMAN
BOARD CHAIRMAN

ATTESTED TO:


KEVIN MOONEY
BULLITT COUNTY CLERK

DR. JESSE BACON
SUPERINTENDENT

APPROVED AS TO FORM AND LEGALITY BY:


TAMMY BAKER
BULLITT COUNTY ATTORNEY

ERIC FARRIS
BOARD OF EDUCATION ATTORNEY