

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Agreement”) is made and entered into this the \_\_\_\_ day of \_\_\_\_, 2025 by and between the Board of Education of Powell County (Board), a body politic whose mailing address is 691 Breckenridge Street, Stanton, KY 40380 and Rick Drake of Drake Contracting, LLC, Wastewater Treatment Plant Operator, .

WHEREAS, the Board has a current need for the services of a Wastewater Treatment Plant Operator; and

WHEREAS, Rick Drake is qualified and willing to provide Wastewater Treatment Plant Operator services to the school district under the terms and conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

1. SERVICES. School district hereby engages Rick Drake as a Wastewater Treatment Plant Operator to provide services to the district as more fully described herein on a weekly basis (minimum of twice per week) in exchange for payment on a month-to-month basis beginning August 20, 2025, until services are no longer needed.

2. DUTIES OF OPERATOR. That in exchange for the consideration stated below, Wastewater Treatment Plant Operator agrees to the following terms / services in exchange for payment:

- a. Maintain Wastewater Treatment Plant Operator 1 certification through the Kentucky Operator Certification Program.

- b. Comply with all Title 401 Kentucky Administrative Regulation Requirements regarding services performed for the district.
- c. Perform associated tasks and complete Wastewater Treatment Log entries in a timely manner.
- d. Complete discharge monitoring reports.
- e. Visit plant(s) twice per week.
- f. Make adjustments to plant as needed to oxygen level, clean plant, wash walls, scrape walls.
- g. Comply with procedures and duties as required by federal and / or state law.

3. PAYMENT. The Board agrees to pay the total consideration of \$ 500.00 per month to Rick Drake for services as Wastewater Treatment Plant Operator.

4. TERM. This Agreement shall commence on \_August 20, 2025, and shall continue in effect on a month to month basis.

5. TERMINATION. Notwithstanding the foregoing, this Agreement may be terminated upon mutual agreement of the parties by giving the other party at least thirty (30) days' advance written notice, which notice shall set forth the effective date of termination.

5. RELATIONSHIP OF THE PARTIES. The parties hereto expressly acknowledge that the School District and Operator are "independent contractors," and that nothing in this agreement shall be construed to create an employment, partnership, or agency relationship between Operator and School District. In performance of any and all obligations hereunder, each Party shall be acting on its own behalf and not as an employee,

partner or associate of the other Party unless otherwise agreed in writing. No Party shall hold itself out in any capacity as an agent or representative of any other Party unless otherwise agreed in writing.

6. INSURANCE: The Board agrees to add the Wastewater Treatment Plant Operator as an additional insured under the district's policy of insurance.

7. COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all applicable federal, state and local laws, regulations, ordinances and codes, and federal and state rules and guidance that may pertain to the services contemplated by this agreement, including the procurement of permits and licenses when required, in the performance of this agreement. Each Party shall comply with the other Party regarding all reasonable requests for audits or accountings.

9. ASSIGNMENT. In no event shall any Party assign any of its rights, powers, duties, or obligations under this AGREEMENT without the prior written consent of the other Party, and any attempt to do so shall be void.

10. GOVERNING LAW. This AGREEMENT shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Kentucky, without regard to its provisions concerning conflicts of laws.

11. NO RIGHTS TO THIRD-PARTIES. This AGREEMENT shall be enforceable only by the parties. In all other respects this AGREEMENT is not intended and cannot be construed to create any rights to third-parties.

12. CONSTRUCTION. If any language is stricken or deleted from this AGREEMENT, such language shall be deemed never to have appeared herein and no other

connotation shall be drawn there from. The paragraph headings used herein are for convenience only and shall not be used in the construction or interpretation of this AGREEMENT.

13. NOTICE. A Party shall provide notice to the other Party in the manner set forth in this Section. Delivery of any notice shall be first by electronic delivery via the email address of the Party's designated contact person. A Party providing notice via email delivery shall maintain evidence of delivery and receipt of the email by the other Party. If receipt of email delivery cannot be confirmed, then a Party may deliver notice to the other Party at the physical address noted above via a nationally-recognized courier by overnight delivery, charges prepaid, and receipt signature required. Notice provided to the designated contact person and contact information stated herein shall be presumed valid unless a Party provides notice to the other Party of a change to the designated contact person or contact information.

14. ENTIRE AGREEMENT. This AGREEMENT, including any attachments, constitutes the sole and entire arrangement between the Parties and may be modified only by a written amendment executed by both Parties. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this AGREEMENT not expressly set forth in this AGREEMENT are of no force or effect.

15. NO WAIVER. No waiver of any of the terms of this AGREEMENT shall be valid unless it is in writing and signed by all Parties to this AGREEMENT.

16. VENUE. Any legal or administrative action, whether in a judicial forum, for the enforcement of this AGREEMENT or any provision of this AGREEMENT shall be filed only in Powell Circuit Court in Stanton, Powell County, Kentucky.

17. AMENDMENTS. This AGREEMENT cannot be changed, modified or discharged orally, but only by the mutual written agreement of the Parties.

18. SEVERABILITY. If a court of competent jurisdiction, upon exhaustion of due process, determines that any section or language within this AGREEMENT is invalid, illegal, or unenforceable for any reason, then the offending section or language shall be severed from the AGREEMENT and the remainder of the AGREEMENT shall remain in full force and effect as if the offending section or phrase was never part of the AGREEMENT.

IN WITNESS WHEREOF, the parties hereby affix their signatures on the date first above written.

SIGNED THIS THE \_\_\_\_ DAY OF \_\_\_\_, 2025.

\_\_\_\_\_  
Superintendent of the Powell County Schools

\_\_\_\_\_  
Wastewater Treatment Plant Operator