

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Agreement”) is made and entered into the 12th day of March, 2020 (the “Effective Date”) by and between Fayette County Public Schools (“FCPS”) and Lexington-Fayette Urban County Government (“LFUCG”) (individually, each a “Party” and collectively, the “Parties”).

RECITALS

1. FCPS is willing to provide temporary transportation service in the form of two school buses and crews consisting of a driver and monitor to transport enrolled students and their children to and from Family Care Center for the period from October 12, 2020 through May 13, 2021, a period of approximately 141 school days, and to provide buses for field trip purposes under the same conditions and pricing as is provided to schools within the FCPS.
2. LFUCG agrees to reimburse FCPS for the cost of transportation provided by two buses with crews, not to exceed \$509.04 per day for each day service is provided during the period from October 12, 2020 through May 13, 2021 (or as affected by weather), up to 141 days, and the cost of field trip buses under the prevailing conditions and cost as is provided to schools within the FCPS.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS OF FCPS

- 1.1 FCPS shall be responsible for providing school bus transportation service from locations as close to students’ homes in Fayette County, as permitted by FCPS policy, to the Family Care Center located at 1135 Harry Sykes Way, Lexington, Kentucky 40504.
- 1.2 FCPS shall invoice LFUCG at the end of each month for reimbursement of costs associated with providing this transportation service not to exceed the rate of \$509.04 for each day service is provided.
- 1.3 FCPS transportation service will consist of the routes and schedules needed to provide service to students and their children enrolled at the Family Care Center.
- 1.4 When school is cancelled or delayed for FCPS students due to inclement weather, the same changes will apply to transportation service for students covered by this agreement.
- 1.5 In the event of student misconduct while riding FCPS buses disciplinary issues will be referred to the Family Care Center staff for resolution and any continuation of misconduct may lead to suspension from riding the bus as a sole decision of FCPS.
- 1.6 FCPS is an independent entity at all times during the performance of the services specified.
- 1.7 FCPS shall procure and maintain for the duration of this MOU the following or equivalent insurance policies at no less than the limits shown below to cover damage to personnel, including students, or property which may arise from or in connection with the performance of the work hereunder by FCPS.

Coverage

Limits

General Liability

\$1 million per occurrence,
\$2 million aggregate

Worker’s Compensation

Statutory

Employer's Liability

\$1,000,000.00

The policies above shall contain the following conditions:

- a. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are cancelled or non-renewed.
- d. Copies or the certificates reflecting such coverage and any renewal shall be provided to LFUCG upon request. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with the insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

1.8 FCPS will provide necessary equipment to secure child car seats on buses.

2. OBLIGATIONS OF LFUCG

- 2.1 LFUCG shall be responsible for updating student addresses and the addition or deletion of students being provided transportation under this agreement by providing that information to the Routing Section, Transportation Division, FCPS two business days prior to the effective date of the update.
- 2.2 LFUCG will provide reimbursement of invoices received from FCPS. Payment shall be due to FCPS within 45 days from invoice date.
- 2.3 In the event of student failure to comply with FCPS Student Code of Conduct\Bus Rider Rules, immediate action will be taken by LFUCG to resolve the issue and eliminate the potential for future instances of student misbehavior that could adversely affect the general safety of the operation of the bus as determined by FCPS.
- 2.4 LFUCG will follow the established instructional calendar prepared by FCPS.
- 2.5 LFUCG will provide child car seats for transport of young children.

3. MUTUAL OBLIGATIONS

- 3.1 In the event either party to this Agreement fails to fulfill any of its obligations under this Agreement, the other party may terminate this Agreement without further obligation to the other Party with written notice received within 60 days.
- 3.2 Unless otherwise stated, all Parties shall be responsible for any costs incurred in fulfilling respective obligations under this Agreement.
- 3.3 Both Parties shall exercise good faith in fulfilling obligations.
- 3.4 Each party shall be responsible for its own acts and omissions. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall however, retain the right to take any and all actions they believe necessary to protect their own interests.

Nothing contained herein is intended to be, and shall not be, a waiver of any defense, including that of sovereign immunity, to any claim.

- 3.5 The Parties agree that without further action this Agreement may be extended from year to year, to cover the complete period of 141 days, except that the cost of service will be adjusted annually pursuant to the SEEK reimbursement rate from the previous year and such adjustment will be made a part of the agreement as an addendum hereto along with a revised list of students.

4. **CHOICE OF LAW AND FORUM**

- 4.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky without regard to its choice of laws or rules. Any action regarding the execution, interpretation, or performance of this Agreement shall be filed in the Circuit Court for Fayette County, Kentucky.

5. **MISCELLANEOUS**

- 5.1 The terms and conditions of this Agreement shall continue until the end of the service period on May 13, 2021, unless either Party receives written notice for revision and/or cancellation of this Agreement.
- 5.2 This Agreement, constitute(s) the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.
- 5.3 All notices, requests, waivers and other communications provided in this Agreement shall be in writing, sent by First Class Mail to:

If to FCPS: Fayette County Public Schools
Attn: Emmanuel Caulk, Superintendent
1126 Russell Cave Road
Lexington, KY 40505

If to LFUCG: Lexington-Fayette Urban County Government
Attn: Chris Ford
Commissioner of Social Services
200 E. Main Street
Lexington, KY 40507



(SIGNATURE - FCPS)

1.15. 2021
(DATE)



(SIGNATURE - LFUCG)

3/12/2021
(DATE)

