

Andy Beshear
Governor



Jamie Link
Secretary
Education and Labor Cabinet

Dr. Robbie Fletcher
Commissioner of Education

KENTUCKY DEPARTMENT OF EDUCATION

300 Sower Boulevard • Frankfort, Kentucky 40601 Phone: (502) 564-3141 • www.education.ky.gov

March 20, 2025

Supt. Larry Begley
Bourbon County Board of Education
3343 Lexington Road
Paris, KY 40361

Dear Superintendent Begley:

Please be advised of the approval of the lease agreement between the Bourbon County Board of Education and Prosource Leasing, Inc. This letter of approval fulfills the requirement of KRS 65.944 and 702 KAR 3:340.

All In,

Dr. Robbie Fletcher
Commissioner of Education



Bourbon County Board of Education and Prosource Leasing, Inc.- approval
1 message

House, Sherry - Office of the Commissioner of Education <sherry.house@education.ky.gov>
To: "Begley, Larry" <larry.begley@bourbon.kyschools.us>
Cc: "Tipton, Wesley (Bourbon County)" <wesley.tipton@bourbon.kyschools.us>

Thu, Mar 20, 2025 at 2:07 PM

Dear Superintendent Begley,

On behalf of Commissioner Fletcher, attached is the approval of the lease agreement between the Bourbon County Board of Education and Prosource Leasing, Inc. which fulfills the requirement of KRS 65.944 and 702 KAR 3:340.

Thanks,
Sherry

Sherry House
Correspondence Secretary to the Commissioner
Office of the Commissioner

Phone: (502) 564-3141 Ext. 4820
Email: sherry.house@education.ky.gov
300 Sower Blvd. -- 5th floor
Frankfort, KY 40601



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From: Wesley Tipton <wesley.tipton@bourbon.kyschools.us>
Sent: Thursday, March 20, 2025 11:40 AM
To: KDE Lease Submissions (over 100K) <leasesover100K@education.ky.gov>
Subject: Bourbon County copier lease

You don't often get email from wesley.tipton@bourbon.kyschools.us. Learn why this is important
Bourbon county schools would like to enter this lease with Prosource as the attached lease agreement describes.

Bourbon County Schools is interested in entering into the lease agreement with Prosource, as detailed in the attached document.
I have also contacted our Board Attorney and his letter is attached as well

Wesley



- 3 attachments
- Bourbon County Board of Education and Prosource Leasing, Inc. approval letter.pdf
796K
 - KdeLocalBoardAttorneyLeaseCertificationFormBourbonBoe2025.pdf
495K
 - Prosource Agreements - Bourbon County Schools - Summer 2025 (3).pdf
1526K

Local Board Attorney Certification

I, Timothy Crawford, an attorney licensed to practice law in the Commonwealth of Kentucky, do hereby certify the following:

- I represent the Bourbon County Board of Education ("Board of Education") and as part of my legal representation have reviewed the attached contractual agreement ("Agreement") between Board of Education and Prosource Leasing, Inc. "Vendor" for the lease of personal or real property with a total lease price in excess of one hundred thousand dollars (\$100,000).
- The Agreement provides that the law of the Commonwealth of Kentucky shall govern the Agreement and the rights and obligations of the parties thereto.
- The Agreement provides that any legal dispute arising out of the Agreement will be brought in the courts of the Commonwealth of Kentucky.
- The Agreement either: (1) ~~does not contain any provision whereby Board of Education agrees to indemnify Vendor or hold Vendor harmless~~; or (2) specifically conditions any agreement by Board of Education to indemnify Vendor or hold Vendor harmless as only to the extent permitted by Kentucky law, including but not limited to Section 177 of the Kentucky Constitution.
- The Agreement, if the term is for more than one year, contains either: (1) ~~an annual cancellation clause~~; or (2) provides that the Board of Education may cancel the Agreement if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination.
- ~~The Agreement complies with KRS 160.160(4), if it is for real property.~~
- ~~If the lease is for real property, the Agreement term, including renewals, does not exceed forty (40) years.~~
- The Agreement provides for an initial term of no greater than seven years if it is for education technology. In the event the Agreement contains options for Board of Education to renew the Agreement, no term of renewal is greater than seven years.
- ~~If the lease is for personal property, other than education technology, the Agreement term, including renewals, does not exceed the useful life of the personal property financed, determined in accordance with generally accepted accounting principles.~~
- The Agreement either: (1) complies with KRS Chapter 45A, the Kentucky Model Procurement Code, provisions applicable to the Board of Education; or (2) complies with KRS 424.260 and 702 KAR 3:135.
- The undersigned attorney is: (1) currently covered by a policy of professional liability insurance with minimum limits of at least \$100,000.00 per claim and \$300,000.00 aggregate for all claims during the policy term; or (2) employed by the Board of Education as in-house counsel and not otherwise engaged in the private practice of law.

Signature of Attorney: Tim Crawford
Print Name: Timothy Crawford
Firm Name: Attorney at Law
Telephone Number: 606.682.0889
Email address: tim.crawford@timcrawfordlaw.com
Kentucky Bar Association Number: 15678 Date: March 19, 2025

Dated: November 2023