



FLOYD COUNTY BOARD OF EDUCATION
Tonya Horne-Williams, Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
www.floyd.kyschools.us

William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item): Consider/Approve Independent Consulting Agreement for site assessment and land renovation.


Applicable State or Regulations: General Powers and Duties of the Board (01.11)

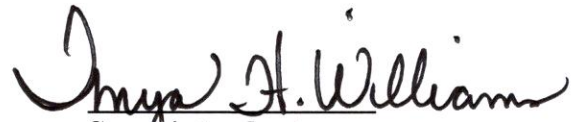
Fiscal/Budgetary Impact: Fees will be determined upon completion of the findings, and all costs will be paid from the General Fund.

History/Background: Due to historical flooding that occurred in the spring of 2025, the roadway at Floyd Central has been impacted. This has resulted in ground failure and slides along the roadway.

Recommended Action: To consider/approve Independent Consulting Agreement.

Contact Person(s):
Kevin O'Quinn 606-874-2435


Director


Superintendent

Date:

August 28, 2025

INDEPENDENT CONSULTING AGREEMENT

THIS INDEPENDENT CONSULTING AGREEMENT (the "Agreement") dated on
this _____ day of _____, 2025.

BETWEEN:

Floyd County Board of Education
442 Ky. Rt. 550
Eastern, KY 41622
(the "Client")

-AND-

LT Excavating, Project Development and Consulting Services, LLC
PO Box 385
Campton, KY 41301
(the "Consultant")

BACKGROUND

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Consultant is agreeable to provide such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Consultant to provide the Client with (the "Services") consisting of:
 - a. Assess the overall conditions, including pavement conditions, slippage, embankment failures, ditches, as well as slides and slips that would in any way compromise the safety of travelers.
 - b. Serve as an advisor to the Board of Education regarding transportation needs, especially during times that the application for emergency funding is necessary.
 - c. Prepare estimates and proposals for all repairs, improvements and maintenance.
- 2. The Services will also include any other tasks with which the Parties may agree on. The Consultant hereby agrees to provide such services to the Client.

Terms of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 31, 2025, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. If either Party wishes to terminate this Agreement prior to December 31, 2025, that Party will be required to provide at least 5 days' notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Consultant as required by this Agreement, the Client will provide compensation (the "Compensation") to the Consultant as follows:
 - a. **15% of the total cost of the Approved Projects (Fee)**
 - b. **\$1,000.00 (One Thousand Dollars) per Site Evaluation Requested**
 - c. **\$1,000.00 (One Thousand Dollars) per Presentation**
8. The Compensation as state in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

9. In connection with providing the Services hereunder, the Consultant will only be reimbursed for expenses that have been approved in advance.
10. The Consultant will furnish vouchers to the Client for all such expenses.

Additional Resources

11. The Client agrees to provide, for the use of the Consultant in providing the Services, the following resources:
 - a. Any documentation or history to the specific project
 - b. Any legal advice from School Board Attorney

Confidentiality

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Consultant agrees that it will not disclosure, divulge, reveal, report or use, for any purpose, any Consultant has obtained, except as authorized by the Client. This obligation will survive the expiration or termination of this Agreement and will continue indefinitely.
14. All written and oral information and materials disclosed or provided by the Client and the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

Capacity/Independent Consultant

15. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent consultant and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

16. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Floyd County Board of Education
442 Ky. Rt. 550
Eastern, KY 41622
 - b. LT Excavating, Project Development and Consulting Services, LLC
PO Box 385
Campton, KY 41301

Or to such other addresses as any Party may from time to time notify the other.

Indemnification

17. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expense

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

19. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

20. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

21. The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

22. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

23. This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

24. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

25. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Kentucky, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Waiver

26. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 2025.

State of **Kentucky** County of **Floyd**

Floyd County Board of Education

Tonya Williams, Superintendent

LT Excavating, Project Development and Consulting Services, LLC

Craig Lindon

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

SEAL: