



Commonwealth of Kentucky

CONTRACT

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Document Description: School Entrance- Jefferson County BOE

Cited Authority: KRS177.280
Agreements of highway government units

Reason for Modification:

Issuer Contact:

Name: LATASHA CHENAULT
Phone: 502-782-5673
E-mail: latasha.chenault@KY.GOV

Vendor Name:	Vendor No.	KY0035849
JEFFERSON COUNTY BOARD OF EDUCATION	Vendor Contact Name:	CECIL J. COMSTOCK
VAN HOOSE EDUCATION CENTER	Phone:	5025466630
3332 NEWBURG RD LOUISVILLE KY 40218	E-mail:	cecil.comstock2@jefferson.kyschools.us

Shipping Information:

KYTC Division of Maintenance
200 Mero Street
3rd Floor
Frankfort KY 40622

Billing Information:

KYTC Division of Maintenance
200 Mero Street
3rd Floor
Frankfort KY 40622

Effective From: 12/01/2025

Effective To: 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		CONSTRUCTION/ HGHWAY AND ROAD	\$0.000000	\$21,000.00	\$21,000.00

Extended Description:

Agreement with Jefferson County Board of Education. Improvement within state maintained right of way associated with KEPT# 05-2023-01249 (Jefferson County Public Schools - Okalona Elementary School).

TOTAL CONTRACT AMOUNT	\$21,000.00
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DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 2
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

**AGREEMENT BETWEEN
THE KENTUCKY TRANSPORTATION CABINET
AND
THE JEFFERSON COUNTY SCHOOLS/ BOARD OF EDUCATION**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and the Jefferson County Public Schools ("the Contractor") to establish an agreement for Improvements to existing entrances, sidewalks and install sign and striping. The initial MOA is effective from December 1, 2025 through June 30, 2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-- Purpose and Background

This AGREEMENT is made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Highways, hereinafter referred to as the "KYTC", and the Jefferson County Public Schools 3001 Crittenden Drive Louisville, KY 40209 hereinafter referred to as the "BOE or Contractor".

The parties have requested improvement within state maintained right of way associated with KEPT# 05-2023-01249 (Jefferson County Public Schools - Okalona Elementary School). The work on state maintained right of way will include improvements to existing entrances, sidewalks and install signs and striping in Jefferson County KY.

Enovation Project

The KYTC and the BOE have determined that this project would provide adequate ingress and egress for a BOE development and improve the safety and convenience of the motorists using said facilities.

1.01 - Issuing Office

The Kentucky Transportation Cabinet's (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.02 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
Rob Thompson, Branch Manager
Division of Maintenance
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 3
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

Phone: 502-782-5624

Email: Rob.Thompson@ky.gov

Buyer:

Latasha Chenault

Division of Purchases

Kentucky Transportation Cabinet

200 Mero Street

Frankfort, Kentucky 40622

Phone: 502-782-5673

Email: Latasha.Chenault@ky.gov

Contractor Representative:

Dr. Brian Yearwood, Superintendent

Jefferson County Public Schools

VanHoose Education Center

3332 Newburg Road

Jefferson, KY 40218

Phone: 502-485-3251

Email: brian.yearwood@jefferson.kyschools.us

SECTION 2-SCOPE OF SERVICES

Section 2.00 – Scope of Work

This **AGREEMENT** is between the KYTC, party of the first part, and the BOE, party of the second part,

Section 2.01 – BOE's Responsibilities

1. The BOE shall be responsible for following the KYTC's current School Site Review Process.
2. The BOE shall be solely responsible for the performance of all phases of work necessary to complete the aforementioned improvements.
3. The BOE must obtain concurrence through the Department's Chief District Engineer, District 05 Office in Jefferson prior to the awarding of any contract for work or materials to be used on this project. All work or materials to be contracted for must comply with all legal bidding requirements including but not limited to, the provision of KRS 45A and 424.
4. The BOE acknowledges that this is not a Department project and that KRS 177.035 does not apply to this project; and the Department is not liable for any of the facilities listed in KRS 177.035.
5. The BOE agrees to obtain any required permits from the Department, furnish all necessary right-of-way, dedicate that right-of-way as a public way, bear all utility relocation costs, and bear all engineering costs for completion of this project.

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 4
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

6. The BOE shall not be reimbursed for any work included in this agreement that is performed prior to the effective date of the agreement.

7. To the extent permitted by law, the BOE shall indemnify and hold harmless the Department and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the project.

8. The BOE shall maintain all project documentation for a period of three (3) years.

9. The BOE shall request reimbursement for the full lump sum amount upon completion of all work and approved final inspection.

10. The BOE shall pass a resolution authorizing the Superintendent to sign this agreement on behalf of the BOE.

Section 2.02 – Kentucky Transportation Cabinet’s Responsibilities

1. The KYTC agrees to reimburse the BOE for costs associated with the construction of the improvements on the public highway right-of-way.

2. The KYTC reserves the right to inspect the method used to perform the work necessary to successfully complete the project and also reserves the right to cease all work commenced under the terms of this agreement at any time.

SECTION 3-PRICING

KYTC shall reimburse the BOE in the amount of: \$21,000.00

Requests for reimbursement shall be submitted to both:

KYTC District 05 Office
Attn: Engineering Support Manager
PO Box 11127
Louisville, KY 40209

AND

KYTC Central Office Permits
Attn: Rob Thompson, P.E. TEBM
200 Mero Street, 3rd Floor East
Frankfort, KY 40622

This request shall be accompanied with proof of payment to the contractor for work performed on right- of- way. Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 5
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

The Contractor shall submit monthly invoices that must include at a minimum:

1. Vendor's name and address.
2. SC number.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the Contractor for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

The Cabinet has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor;

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases and the Finance and Administration Cabinet shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal (if applicable).

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Changes and Modifications to the Contract

Pursuant to [200 KAR 5:311](#), no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or their authorized designee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 6
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

MOA/PSC Exception Standard Terms and Conditions Revised August 2025

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 7
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

5.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

6.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

7.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

8.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

9.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 8
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

10.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

12.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

13.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

14.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 9
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

15.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

16.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

17.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 10
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott

DocuSign Envelope ID: 9BAE27C7-E23E-4AE6-8E9C-62E5564344EC		Document Description	Page 11
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Phase	Document Description	Page 12
2600000555	Draft	School Entrance- Jefferson County BOE	Total Pages: 12

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Signature

Superintendent
Title

Dr. Brian Yearwood
Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney