

Local Board Attorney Certification

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

- I represent the _____ 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 _____ “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: _____

Print Name: _____

Firm Name: _____

Telephone Number: _____

Email address: _____

Kentucky Bar Association Number: _____ Date: _____