

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through Develop Louisville, herein referred to as “**METRO GOVERNMENT**”, and **GRAY AND PAPE, INC.**, with offices located at 1318 Main Street, Cincinnati, Ohio 45202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government wishes to engage Consultant to provide drafting and executing the federally-required Participation Agreement for the Beecher Terrace Redevelopment Project; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. The services of Consultant shall include but not be limited to the following: Those listed on Attachment A attached hereto and fully incorporated herein.

C. The work product or deliverables of Consultant shall include but not be limited to those described on Attachment A.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement at the rates of **ONE HUNDRED FORTY DOLLARS (\$140.00)** per hour for the services of Consultant's Principal in Charge and **ONE HUNDRED FIVE DOLLARS (\$105.00)** per hour for the services of Consultant's Senior Principal Investigator. Total compensation payable to Consultant for services rendered pursuant to this Agreement shall not exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under this Agreement and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of

such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

A. This Agreement shall begin May 31, 2018 and shall continue through and including June 30, 2018.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its

performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Attachment B attached hereto and fully incorporated herein.

VII. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and

expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the

limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase

standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or

understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.


WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY CONTINGENT UPON
METRO COUNCIL APPROVAL
OF THE APPROPRIATION FOR
THIS AGREEMENT:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY



JEFF O'BRIEN, DIRECTOR
DEVELOP LOUISVILLE

Date: 5/30/18

Date: 5/31/18

GRAY AND PAPE, INC.

By: 

Title: Vice President

Date: 31 May 2018

Taxpayer Identification No.
(TIN): 

Louisville/Jefferson County
Revenue Commission Account
No.: _____

ATTACHMENT A



GRAY & PAPE
HERITAGE MANAGEMENT

1318 Main Street
Cincinnati, OH 45202
513.287.7700

Since 1987

February 15, 2018

Cynthia Elmore
Jeana Dunlap
Louisville Forward
444 South Fifth St.
Louisville, KY 40202

RE: Cultural Resources Consultation for the Beecher Terrace Project

Dear Ms. Dunlap and Ms. Elmore:

Gray & Pape, Inc. is pleased to have the ongoing opportunity to work with Louisville Forward on the Beecher Terrace Project. Our work on this project focuses on helping Louisville Metro complete the steps required to comply with Section 106 of the National Historic Preservation Act. This letter provides a brief outline of the anticipated scope, the tasks associated with each step, and a schedule for accomplishing the work.

Scope for Gray & Pape

Gray & Pape will complete all tasks associated with drafting and executing the Programmatic Agreement (PA) for the Beecher Terrace Redevelopment Project and the Letter of Resolution (LOR) for Stage 1 of the project. Anticipated tasks, as outline below, include preparing for and attending no more than five Consulting Parties meetings, drafting the Programmatic Agreement and addressing comments on the agreement, drafting a Letter of Resolution for Stage 1 of the project, and addressing comments on the LOR. Gray & Pape anticipates participating in weekly coordination calls with Metro regarding project deliverables. Gray & Pape does not anticipate writing the data recovery plan associated with the archaeological mitigation.

Schedule and Outline of Tasks

Gray & Pape has divided the remaining work into three discrete but overlapping tasks. The drafting and finalization of the Programmatic Agreement, Participation in Consulting Party Meetings, and drafting of the Letter of Resolution for Stage 1 of the project. Each of these tasks is outlined here.

Programmatic Agreement

1. Circulate Draft PA to ACHP and KHC-Feb. 23
2. Receive Informal Comments on Draft-March 10
3. Circulate PA to other CPs-March 15
4. Receive Comments-April 15
5. Circulate Revised PA for Signature-April 20
6. PA Signed-May 15

Letter of Resolution (LOR) For Stage I of the Project

1. Circulate LOR for Above Ground options to CPs-March 15
2. Circulate DRP for archaeological resources-April 6
3. Receive Comments on LOR-April 15
4. Circulate Revised LOR for signature-May 1
5. Signed LOR-June 1

Consulting Parties Meetings

1. Above ground focus-Final Determination of Effects and Prioritization of Mitigation options- All CP's invited, focus on above ground resources-Field questions of PA-March 7
2. Above Ground Focus-Final Determination of Mitigation Options-April 2
3. Archaeology Focus-March 7-All CP's-Focus on the educational and public outreach component of archaeology, determine research interests of general public
4. Archaeology focus-Working meeting to resolve technical details of Archaeological DRP-March 21

Anticipated Costs

Gray & Pape anticipates \$47,500 in cost associated with this project. We prefer a time and materials contract to provide Metro with savings in the case of a cost under run. We anticipate that all services associated with this contract will be completed by June 1.

Please let me know if you need any additional information. Thank you again for the opportunity to work with Louisville Metro on this important project.

Sincerely,



Cinder Miller
Vice President
Gray & Pape, Inc.

ATTACHMENT B

INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractors insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, noncontributory, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Personal Injury

2. **PROFESSIONAL LIABILITY** (Architects and Engineers [A&E]) coverage insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, and **\$2,000,000 aggregate limit**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.

RUSH



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Develop Louisville	Department Contact	Jeana Dunlap
Contact Email	jeana.dunlap@louisvilleky.gov	Contact Phone	303-7508

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	05/31/2018	06/30/2018		

VENDOR INFORMATION

Vendor Legal Name	Gray & Pape Heritage Management Inc.			
DBA				
Point of Contact	Cinder Miller	Email	cmiller@grapape.com	
Street	1318 Main St.			
Suite/Floor/Apt				
City	Cincinnati	Phone	513-287-7700 ext. 128	
		State	OH	Zip Code 45202
Federal Tax ID#		SSN# (if sole proprietor)		
Louisville Revenue Commission Account #				
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$60,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	8130	506	8260	339186	821301
Payment Rate	\$140.00	per hour		per day	per service
		per month	\$105.00	Other	Hourly - Investigator
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

The scope of this project focuses on helping Louisville Metro complete the steps required to comply with Section 106 of the National Historic Preservation Act for the Beecher Terrace Redevelopment project through a Programmatic Agreement (PA) as opposed to the typical Memorandum of Agreement (MOA). Due to the multi-stage complexity of the project, a PA was determined to be the most appropriate way to meet the federal requirements associated with 36CFR800.

Gray & Pape will complete all tasks associated with drafting and executing the PA for the Beecher Terrace Redevelopment Project and the Letter of Resolution (LOR) for Stage 1 of the project. Anticipated tasks, as outlined below, include preparing for and attending approximately five Consulting Parties meetings, drafting the Programmatic Agreement and addressing comments on the agreement, drafting a Letter of Resolution (LOR) for Stage 1 of the project, and addressing comments on the LOR. Gray & Pape anticipates participating in weekly coordination calls with Metro regarding project deliverables. Gray & Pape does not anticipate writing the data recovery plan associated with the archaeological mitigation.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

HUD representative, Sandy Frye, advised the Russell Choice Neighborhood project team that hiring a specialized consultant for the Historic Section 106 Review & Consulting Parties Process was the only way to ensure that the requirements would be met. Since the demolition of the Beecher Terrace cannot proceed until the Section 106 process is completed with a signed PA, the services provided by Gray & Pape are essential for complying with the \$30 million Russell Choice Neighborhoods HUD grant awarded to LMHA & LMG and critical to the redevelopment of the Beecher Terrace complex.

Gray & Pape, Inc. is offering services that are most compatible with what is needed by LMG & LMHA to accomplish this specialized work. Gray & Pape, Inc. was recommended as a highly qualified and specialized consultant from the State Historic Preservation Office (The Kentucky Heritage Council). The consultant responded in a timely manner and presented the most developed and detailed plan on how to proceed through the required process. The consultant demonstrated that they also have greater capacity to handle the magnitude and growing complexity of the Historic 106 Review especially considering the tight time frame we have to get the Section 106 work completed.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director _____

[Signature]
Signature
Jess O'Brien
Printed Name

Date 5/17/18

Purchasing Director _____

[Signature]
Signature
Joel Neavill
Joel Neavill

Date 5/18/18