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THIS CONTRACT ("Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 ("JCPS") and Dean Dorton Allen Ford, PLLC, a professional limited liability company organized under the laws of Kentucky, with its principal place of business at 500 West Jefferson Street, Suite 1400, Louisville, KY 40202 ("Contractor").

## WITNESSETH:

WHEREAS, JCPS issued RFP No. 3041 in 2014 for Audit Services; Contractor submitted a bid in response to the RFP; JCPS awarded a contract to Contractor under the RFP for Part B – Internal Audit Services during 2014-2015 fiscal year, with up to five annual renewal options; JCPS has renewed such contract annually through the 2017-2018 fiscal year; and the renewal of such contract for the 2017-2018 contract was subject to a purchase order providing for payments for such internal audit services during the 2017-2018 fiscal year not to exceed \$160,000; and

WHEREAS, with the knowledge and agreement of JCPS, Contractor performed additional internal audit services during the period June 1, 2018 through June 30, 2018 due to the retirement of one JCPS auditor and extended medical leave of another JCPS auditor; and

WHEREAS, the request for additional funds to pay for such additional services was not received by the JCPS Financial Services Division in time for approval by the Board of Education during the 2017-2018 fiscal year; and

WHEREAS, JCPS and Contractor desire to enter into this Contract, to be submitted to the Board of Education for approval, to enable Contractor to be paid for such additional internal audit services during the 2018-2019 fiscal year.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, JCPS and Contractor (individually, a "Party" and collectively, the "Parties") agree as follows:

## ARTICLE I

## Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the Effective Date, as defined below, of this Contract. This Contract may not be amended or modified except in writing signed by both Parties.

## ARTICLE II

## Compensation

As compensation for the additional internal audit services described above, JCPS agrees to pay Contractor the amount of \$12,000 within thirty (30) days after approval of this Contract by the Board of Education.

ARTICLE III  
Miscellaneous

A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Contract shall be brought in the Jefferson County, Kentucky, Circuit Court, and the Parties expressly waive the right to bring any legal action or claims in any other courts.

E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of August 8, 2018 (the "Effective Date").

Contractor's Social Security Number or Federal Tax ID Number: 27-3858252

JEFFERSON COUNTY BOARD OF  
EDUCATION

By: \_\_\_\_\_

Title: Martin Pollio, Ed.D.  
Superintendent

DEAN DORTON ALLEN FORD

By:  \_\_\_\_\_

Title: Jim TENKA  
DIRECTOR of ASSURANCE SERVICES