

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Duff & Phelps Holding Corporation dba Kroll, Inc. (hereinafter "Contractor"), with its principal place of business at 300 Headquarters Plaza, East Tower, 12th Floor, Morristown, NJ 07960.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "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 of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Appraisals of JCPS buildings (see Attachment B) and their contents for insurance purposes:

For buildings we will utilize a full-scope segregated cost approach including an inspection of each building to identify construction data that will be used in the valuation process. During inspection of the premises, we will calculate each building's area and perimeter by measuring the structure or through an analysis of the as-built blueprints; identify and record data of the major construction components (type of structure, walls, roof, etc.); determine the construction class; record data of major service systems (electrical, plumbing, security, elevators, heating, ventilation, cooling, etc.); photograph the building; and

record the GPS coordinates. The insurable value of each building and the related construction, occupancy, protection, and exposure data obtained during the inspection will be reported on an itemized basis. through the process of physical inspection.

We will develop an opinion of the insurable value of personal property through use of a modeling approach, which relies on our proprietary database containing data from thousands of detailed equipment inventories we have performed. The model develops the insurable value of each building's personal property on the basis of building occupancy and square footage and can be altered to account for above-or below-average density of personal property. A single insurable value will be reported for each building's personal property.

Our reports will be issued at the conclusion of the project and will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. The summary appraisal report represents a summary discussion of the data, reasoning, and analyses used in the appraisal process to develop Duff & Phelps's opinion of value. Supporting exhibits include building details, photographs and the related construction, occupancy, protection, and exposure (COPE) data. The Client will receive a full complement of reports including the following:

- Summary Appraisal Report – Narrative report intended to comply with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice ("USPAP") for a Summary Appraisal Report including summary discussions of the data, reasoning, and analyses used in the appraisal process to develop Duff & Phelps's opinion of value
- Statement of Insurable Values Exhibit – Includes the cost of reproduction new details for buildings, contents, and land improvements by location.
- Inspection and Appraisal Exhibit – Represents a listing of building Construction Occupancy, Protection and Exposure (COPE) data, fixed equipment details, and photographs for each property.
- Excel Data File

The WTC Terms & Conditions are attached hereto and incorporated herein as Attachment A. In the event of a conflict between the terms of Attachment A and the terms of this Contract, the terms of this Contract shall prevail.”

ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:

\$19,350/ \$210.00 per buildings (85 buildings total) and \$1,500 to update Year 1 appraisals

Progress Payments (if not applicable, insert N/A): N/A

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source: General Fund: 0003611-0710-FAC5

ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on June 8, 2022 and shall complete the Services no later than June 7, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator on a reasonable basis.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

~~Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.~~

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, ~~products and completed operations~~, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and ~~naming~~ including the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. ~~In the event of termination for default,~~ the Board may secure the required services from another contractor. ~~If the cost to the Board exceeds the cost of obtaining the Services under this Contract,~~ Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract subject to Attachment A.

ARTICLE XI

Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII

Contractor's Work Product

Except as detailed in Attachment A (which is incorporated into this Contract and applicable to this Article) unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature documents or deliverables produced to Board pursuant to Section II of this Contract (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII

Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV

Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for at least five (5) years after the end of the term of this Contract. Each party agrees to hold confidential all information learned and determinations in the course of any inspection or audit. Records available for review shall exclude any records pertaining to the Contractor's other clients and other confidential and proprietary records not associated with the Services and nothing set forth in this Contract shall require Contractor to grant the Board any network or physical access to Contractors systems or infrastructure.

ARTICLE XV
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.
- 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.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- ~~G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.~~
- ~~H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.~~

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of June 8, 2022.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

Duff & Phelps Holding Corporation
CONTRACTOR

By: _____

By: _____

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Michael Domin
Managing Director

Cabinet Member: Cordelia Hardin

CH
(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Real Estate Insurance appraisals

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Hannah Lehman

Print name of person making Determination

Accounting Services

School or Department

Signature of person making Determination

Date

Duff & Phelps Holding Corporation

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

Attachment A

Terms and Conditions

Entire Agreement – This is the entire Agreement between Contractor and Board and supersedes any prior oral or written agreements. This Agreement may only be modified in writing signed by both parties. Any purchase order covering this engagement is only for Board's internal needs and shall not modify this Agreement.

Fees – Contractor invoices are payable upon receipt. If payment of any invoice is not received within 45 days of the invoice date, Contractor shall be entitled, without prejudice to any other rights that it may have, to suspend services until all sums due are paid in full. In the event that Contractor is required to initiate a lawsuit or hire attorneys to collect any past due amounts, in addition to any other rights and remedies available, it shall be entitled to reimbursement of attorneys' fees and other costs of collection.

Limited Use and Reliance – Board is the sole intended user of Contractor's report or other work product. Board may disclose an informational copy of the report or other work product to its audit, tax, legal, or insurance professionals acting in an advisory capacity in connection with the purpose of this engagement. No third party shall have the right of reliance on the report, and neither receipt nor possession of the report by any third party shall create any express or implied third-party beneficiary rights.

Confidentiality – Contractor shall maintain the confidentiality of Board information and will not disclose or use it for any purpose other than in connection with this engagement. This excludes information (i) available to the public, (ii) already in Contractor's possession, or (iii) received from a party having no confidentiality obligation to Board. Contractor may include Board's name and logo in its client list.

Engagement Limits – Contractor's work may only be used for the specific purpose or premise of value stated in this Contract and the work product. Board shall not reference Contractor or its work in any public filing or other materials distributed to actual or prospective shareholders, investors, financing parties, or similar third parties without Contractor's prior written consent.

Independent Contractor – Contractor shall perform as an independent contractor, with no authority to bind or obligate Board in any way.

Information Provided by Board – Contractor will not independently verify information provided by JPS, its advisors, or third parties acting at Contractor's direction. Contractor will assume and rely on the accuracy and completeness of all such information.

Retention – All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with Contractor's document retention policy. If required by applicable law to disclose any of the documents, Contractor will, unless legally prohibited, notify Board so it may seek a protective order at its discretion.

Indemnification – Board shall indemnify and hold harmless Contractor and its affiliates, including each of their respective employees, from and against any and all liabilities, losses, costs, and reasonable expenses, including, but not limited to, reasonable legal fees and expenses and billable hours of client service personnel, which are (i) incurred in responding to subpoenas, discovery, or other similar inquiries associated with or arising from the engagement or (ii) arising from or relating to third-party claims based on reliance or purported reliance on Contractor's work product or other alleged loss or damage caused to or alleged by any nonclient entity arising from unauthorized access to or reliance upon Contractor's work product. The foregoing indemnification obligations shall not apply in the event that a court of competent jurisdiction finally determines that such claims resulted directly from the gross negligence, willful misconduct, or fraudulent acts of Contractor.

Limitation of Liability – In no event shall Contractor be liable to Board (or any person claiming through Board) under this Contract, under any legal theory, for any amount in excess of the total professional fees paid by Board to Contractor in connection with this engagement, except to the extent such liability is directly caused by Contractor's gross negligence, fraud, or willful misconduct. The foregoing limitation of liability shall not apply to liabilities that arise from personal injury or property damage resulting primarily from Duff & Phelps' negligence or willful misconduct. In no event shall Contractor be liable to Board for any consequential, indirect, lost profit, or similar damages relating to or arising from this engagement.

Environmental Policy – Contractor will not investigate, nor assume responsibility for, the existence or impact of any contamination or hazardous substance related to property or assets associated with this engagement.

Attachment B

Elementary Schools Year 2						
School	FIs	Construction Dates	Gross Square Footage	Total Acrg	Grass	Number of Buildings
Alex R Kennedy	1	1955, 1963, 1995	45,627	16.50	10.5	1
Auburndale	2	1969, 2006	59,966	17.3	11.9	1
Bates	1	1955, 1966, 2002	48,730	15.0	11.0	3
Blake	2	1970, 2009	73,921	10.0	5.8	1
Blue Lick	2	1965, 2011	55,750	Knight MS		2
Bowen	1	1969, 1995, 2010	63,960	10.0	4.2	1
Camp Taylor	2	1970, 1989	58,936	4.2	1.3	1
Cane Run	1	1971, 1995, 2009	61,455	10.5	4.3	1
Carter Trad	2	1954, 2000	175,370	16.5	11.0	1
Chancey	2	2002	76,000	9.0	6.0	1
Chenoweth	1	1954, 1968, 1995	57,355	10.3	4.8	1
Cochran	1	1991	56,645	7.5	4.3	1
Cochrane	2	1968, 2013	61,325	9.5	5.3	1
Col.-Taylor Montessori	2	1969, 1988	74,350	4.6	1.1	1
Coral Ridge	1	1970, 2014	59,850	11.3	4.6	1
Crums Lane	2	1962, 1968, 1993	54,175	10.2	6.3	2
Field	2	1915, 1969, 2014	58,483	4.2	2.1	1
Dunn	1	1971, 2014	57,260	10.7	6.1	1
Eisenhower	2	1969, 2010	59,511	9.3	4.7	1
Engelhard	3	1965, 2010	58,560	2.5	1.1	1
						Total
						24
Middle Schools Year 2						
School	FIs	Construction Dates	Gross Square Footage	Total Acrg	Grass	Number of Buildings
Barret Trad Middle	3	1930, 1974	117,785	7.0	13.1	1
Carrithers Middle	1	1973	92,976	13.7	11.7	1
Conway Middle	2	1972	101,137	10.5	5.1	1
Crosby Middle	2	1974	103,175	9.1	4.2	2
Farnsley Middle	2	1998	129,979	41.9	26.8	4
Frederick Law Olmstead N	3	1927, 1970	147,285	12.0	8.4	2
Highland Middle	3	1926, 1964, 1965, 1994	117,585	9.0	5.3	1
Jefferson Co Trad Middle	3	1922, 1963	129,585	2.3	1.7	1
Johnson Trad Middle	3	1929, 1964	144,465	4.6	3.0	2
Kammerer Middle	2	1971, 1994	113,510	9.3	4.3	2
Knight Middle	2	1972	103,305	22.1	11.1	1
						Total
						18

High Schools Year 2						
School	FIs	Construction Dates	Gross Square Footage	Total Acrg	Grass	Number of Buildings
Atherton	2	1962, 1991	204,019	49.2	34.3	12
Ballard	2	1967, 1969, 1971, 1976, 1997	275,780	49.1	31.8	20
Butler Traditional	3	1953, 1955, 1956, 1957, 1959, 1968	212,150	27.3	15.6	2
Special Schools & Admin Year 2						
School	FIs	Construction Dates	Gross Square Footage	Total Acrg	Grass	Number of Buildings
Neigh PI (Cane Run) @ Farnsley	1	1998	9,259	Farnsley MS		1
Central Stadium	1	2002	55,045	6.2		4
Blankenbaker Garage Blankenbaker Compound	1	1981	20,683	12.4	3.9	1
Lees Lane Compound Special Needs West	1	2000	2500	Farnsley MS		1
VanHoose Education Center	6	1961, 1981	112,655	13.5	5.3	1
Lam Building	2	1969	40,105			1
Total Structures						85
\$210/ Structure						\$ 17,850.00