

**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 Kroll, LLC (hereinafter "Contractor"), with its principal place of business at One World Trade Center, 285 Fulton Street, 31st Floor, New York, NY 10007.

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, including the Kroll Terms and Conditions attached hereto as Attachment A which are hereby incorporated by reference, 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 Contract, as amended by Attachment A, shall prevail. In the event of a conflict between this Contract and Attachment A, the terms of Attachment A 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 building (see Attachment B) and their contents for insurance purposes:

For buildings Kroll 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, Kroll will calculate each building's area 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 during the inspection will be reported on an itemized basis, through the process of physical inspection.

Kroll will develop an opinion of the insurable value of personal property through use of a modeling approach, which relies on Kroll's proprietary database containing data from thousands of detailed equipment inventories Kroll has 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.

Kroll's 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 Kroll's opinion of value. Supporting exhibits include building details, photographs and the related construction, occupancy, protection, and exposure (COPE) data. The Board will receive full complement of reports including the following ("Final Deliverable"):

- 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, analyses used in the appraisal process to develop Kroll's opinion of value.
- Statement of Insurable Values Exhibit — Includes the cost of reproduction of new details for buildings, contents, and land improvements by location.
- Inspections 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 Kroll 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 Attachment A- 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:	\$210 per building (38 buildings total) and \$1,545 to update the appraisal. Land Improvements can be appraised for an additional \$50 per site.
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	General Fund: 9501245-0349-021X

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on June 10, 2026 and shall complete the Services no later than August 31, 2026, 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.

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 Chief Finance Officer, 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

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.

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.

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

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 (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 hereby appoints Cecil Comstock as 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. As necessary, the Contract Administrator may appoint a successor to serve as Contract Administrator through written notice to the Contractor and the Chief Finance Officer. If at any time, the Contract Administrator is no longer in the employment of the Board, the Board's Chief Financial Officer shall appoint a new Contract Administrator and provide notice of that appointment to Contractor.

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 five (5) years after the end of the term of this Contract.

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 10, 2026.

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

JEFFERSON COUNTY BOARD OF
EDUCATION

KROLL, LLC
CONTRACTOR

By: _____

By: Jeffrey Lank

Title: Dr. H. Brian Yearwood
Superintendent

Title: Jeffrey Lank
Managing Director

Cabinet Member: Thomas Aberli

(Initials)

Jefferson County Public Schools

NON-COMPETITIVE DETERMINATION EXPLANATION

Describe how you determined that competitive vendor selection is not feasible?

Documentation requirement for all noncompetitive D&F transactions, including contracts and purchases of products at any dollar amount: Requisitioner must document how they determined that the vendor qualified for noncompetitive purchasing. This explanation may include documenting the efforts to find other vendors who provide a similar service/product and/or a list of services/products reviewed and the specific attribute that made the selected service/product distinctly different. This documentation must be attached to contracts during the routing process and attached to the requisition for purchases of all services/products using noncompetitive purchasing.

Requirement for all purchases of \$50,000 or more: Requisitioner must include evidence of cost center approval. This may be accomplished by attaching the Requisition to Purchase form to the Munis requisition or by attaching an approval email from the cost center head. Document negotiation efforts to receive the best price for the service/products being procured.

What specific criteria/criterion is/are necessary for this product or service?

The purpose of this service is to receive the lowest overall cost for property insurance premiums and deductibles; allow for the replacement of buildings and items lost due to accident, theft, natural disaster, etc.

What steps did you take (i.e. research) to determine this was the only vendor available?

Other appraisal companies were reached out to and Kroll, LLC quoted the service at the lowest cost.

Attachment A Kroll 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 JCPS, 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 — To the extent permitted by law, 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 Kroll's 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.

Governing Law — This agreement is governed by and construed in accordance with the laws of the State of New York.

