

MEMORANDUM OF UNDERSTANDING

between the

**Louisville/Jefferson County Metro Government, acting by and
through its Parks and Recreation Department**

and

the Jefferson County Board of Education

pertaining to:

**The Distribution of Free Lunches by JCPS at Various Louisville Parks and
Recreation Parks and Pools**

THIS AGREEMENT is made and entered by and between the Louisville/Jefferson County Metro Government, acting by and through its Parks and Recreation Department (hereinafter "Metro Government") and the Jefferson County Board of Education (hereinafter JCPS).

WITNESSETH:

WHEREAS, the Metro Government and JCPS wish to provide for the distribution of free lunches to youth 18 years old and younger at various Louisville Parks and Pools during the summer of 2018; and

WHEREAS the parties wish to establish herein the terms of their agreement;

NOW, THEREFORE, for consideration, the Metro Government and JCPS agree as follows:

1. Services. The Metro Government and JCPS shall cooperate to allow for the distribution of free lunches to youth aged 18 years and younger at various Louisville parks and swimming pools located throughout Louisville Metro. Louisville Metro shall allow JCPS food trucks staffed by JCPS employees access to Louisville parks and swimming pools as agreed to between the parties. The Metro Government will also allow JCPS to use the concession stand at the Metro Government's Norton pool and the "party room" at the Mary T. Meagher Aquatic Center. JCPS agrees to distribute lunches subject to its own requirements for doing so at times and location as agreed to between the parties. The parties agree that, unless otherwise agreed to in writing, the Metro Government shall have no obligation related to this program other than allowing JCPS

access as previously described. JCPS shall provide sufficient staff to safely administer the program. At the end of the summer, JCPS shall provide to Louisville Parks and Recreation the numbers and locations of meals distributed during this period.

2. Entire Agreement: This Agreement is 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.

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

4. 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.

5. 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.

6. Hold Harmless and Indemnification Clause: To the extent permitted by state law, JCPS agrees to hold harmless the Louisville/Jefferson County Metro Government from and against all losses, claims, expenses, actions, causes of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of the Board in the performance of its obligations under this Agreement that result in injury to persons, damage to property or loss of use of property, and not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government. To the extent permitted by state law the Louisville/Jefferson County Metro Government agrees to hold harmless JCPS from and against all losses, claims, expenses, actions, causes of action, costs, damages and obligations final or otherwise, arising from any and all negligent acts or omissions or willful misconduct of the Louisville/Jefferson County Metro Government in the performance of its obligations under this Agreement that result in injury to persons, or damage to or loss of use of property, and not caused by the negligent act or omission or willful misconduct of JCPS.

7. Insurance Requirements: JCPS shall meet the insurance requirements attached hereto and fully incorporated herein as Attachment A.

8. Term and Termination: This Agreement shall begin June 1, 2018 and shall end August 3, 2018. Any party may terminate this Agreement immediately upon written

notice to the other party.

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

**APPROVED AS TO FORM AND
LEGALITY:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**



**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**



**SEVE GHOSE
DIRECTOR, LOUISVILLE PARKS
AND RECREATION DEPARTMENT**

Date: 4/17/18

Date: 04/18/18

**JEFFERSON COUNTY BOARD OF
EDUCATION**

By: _____

Title: _____

Date: _____

ATTACHMENT A

I. **INSURANCE REQUIREMENTS**

Prior to commencing work, JCPS 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. JCPS 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 and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. JCPS 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 JCPS evidencing proof of coverages.

Without limiting JCPS's indemnification requirements, it is agreed that JCPS 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. The Louisville/Jefferson County Metro Government may require JCPS to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

A. The following clause shall be added to the JCPS's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. 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:

1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent JCPSs Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
- a. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

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

IV. MISCELLANEOUS

A. JCPS shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. 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 the Louisville/Jefferson County Metro Government at least 30 days prior to the expiration of any policy(s).

B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. JCPS agrees that it will not materially alter any of the insurance policies

currently in force and relied on under this agreement. Further, JCPS will not reduce any coverage amount below the limits required in this agreement

D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of JCPS hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government 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 JCPS.

V. Self-Insurance Option

As an alternative to providing third party insurance coverage against the risks and in the amounts specified in I, II, III and IV above, JCPS may provide, in JCPS's sole discretion, equivalent coverage through JCPS's established program of self-insurance. If JCPS chooses this option, JCPS shall provide to the Metro Government a written notice stating that JCPS has chosen this option and a certificate describing such self-insurance coverage and describing any reinsurance in effect under JCPS's self-insurance program and certifying that such self-insurance program and such reinsurance (if any) in effect is adequate to provide the coverages specified in I, II, III and IV above.