

Memorandum of Agreement
between
Jefferson County Board of Education
And
Park DuValle Community Health Center, Inc.

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS"), with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218 and Park DuValle Community Health Center, Inc., a nonprofit medical center, (hereinafter "PARK DUVALLE"), with its principal place of business located at 3015 Wilson Avenue, Louisville, Kentucky 40211 (JCPS and PARK DUVALLE are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, PARK DUVALLE has offered to donate to JCPS certain renovations and construction for a Space designated for school-based health services at Pleasure Ridge Park High School (hereinafter ("PRP")). The donation would include space modifications and is valued at \$10,000.

WHEREAS, JCPS desires to accept the donation of the renovations and construction (listed in Attachment A, which is incorporated herein by reference).

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 9):

1. PARK DUVALLE and PARK DUVALLE contractors will begin no work until the plans and specifications for the renovation have been approved by all state agencies whose approval is necessary under Kentucky law and the members of the Jefferson County Board of Education (hereinafter the "Board") have authorized the project to begin after PARK DUVALLE has demonstrated to the Board that PARK DUVALLE has adequate resources (both monetary and donated materials) to accomplish the renovation without financial liability to the Board.
2. PARK DUVALLE and PARK DUVALLE contractors, while utilizing Board-owned property, shall operate within Board-approved policies for securing materials, equipment and resources.
3. Any equipment or furniture provided to PRP to use in the school-based health services space remains the property of PARK DUVALLE. PARK DUVALLE will maintain sole ownership of the furniture and equipment, which will be tagged as PARK DUVALLE inventory. PARK DUVALLE is responsible for maintenance and repairs of equipment and furniture while located at PRP. PARK DUVALLE is responsible for any loss or damage to the equipment and furniture while in use at PRP.
4. PARK DUVALLE and PARK DUVALLE contractors will complete the renovation in conformance with the plans and specifications as approved by state agencies and the Board. PARK DUVALLE and PARK DUVALLE contractors shall at all times during the term of this Agreement comply with all

applicable federal, state and local statutes, regulations, ordinances, rules and policies, and shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the renovation work.

5. The renovation of the Space will be completed and the Space will be certified for occupancy no later than June 30, 2020.

6. PARK DUVALLE and PARK DUVALLE contractors will maintain an all-risk property and casualty insurance policy with respect to the renovation work and the PRP facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$3,000,000 per policy and provide JCPS with a certificate of insurance upon request.

7. Upon completion of the renovation as contemplated herein, PARK DUVALLE and PARK DUVALLE contractors will release all claims of ownership and title to the Space and will vest in the Board. The Board shall thereafter have complete control of the Space.

8. Each Party may, as part of this donation, share certain information that is proprietary to that Party and/or maintained by that Party as confidential (hereinafter "Confidential Information") with the other Party. Each Party shall protect Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication thereof as it uses to protect its own proprietary and confidential information. Neither Party shall use the Confidential Information except to further the purposes of this Agreement or as otherwise specifically authorized in writing by the Disclosing Party. Each Party may disclose the Confidential Information of the other Party only to those of its employees and employees of its affiliates who (a) need to know such information to perform its obligations, exercise its rights hereunder, or make necessary disclosures in its financial filings and (b) are bound by the obligations of confidentiality set forth herein (collectively, "Representatives"). An affiliate is an entity that controls, is controlled by, or is under common control with a Party. Under no circumstances, except as expressly set forth below, shall either Party reproduce, distribute or otherwise provide, directly or indirectly, any Confidential Information to any person or entity who is not a Representative, or make necessary disclosures in its financial filings without the consent of the Disclosing Party, provided:

a. JCPS can disclose Confidential Information to the extent that such disclosure is required under the Kentucky Open Records Law; and

b. No obligation is imposed with respect to information of the Disclosing Party which: (i) was rightly in the non-Disclosing Party's unrestricted possession prior to disclosure by the Disclosing Party; (ii) is or becomes a matter of public knowledge through no fault of the non-Disclosing Party; (iii) is rightly received by the non-Disclosing Party from a third party that has no duty of confidentiality to the Disclosing Party; or (iv) is independently developed by the non-Disclosing party without relying on the Confidential Information of the Disclosing Party; and

c. Each Party's duty under this Agreement to protect any Confidential Information of the other Party shall survive after the end of the term of this Agreement.

9. Require the following, pursuant to KRS 160.380, for all PARK DUVALLE contractors, employees and volunteers under this agreement

- a. A state criminal records check;
- b. A state and national criminal (fingerprint) history background check;
- c. A letter, provided by the individual, from the Cabinet for Health and Family Services stating that there are no findings of substantiated child abuse or neglect on record. No contractor, employee, or volunteer shall be utilized to supervise students, or deemed to have the authority to supervise students, unless the volunteer has been designated to supervise students and approved by the Superintendent/designee, and the volunteer has undergone the required records check.

10. JCPS shall not sell, transfer and/or assign the donated renovation costs, technology, equipment, and furnishings to any other party or otherwise place the same into the stream of commerce.

11. This Agreement shall be in effect for the period beginning January 15, 2020 and ending June 30, 2020.

12. This Agreement may be terminated by either Party with or without cause upon no less than thirty (30) days written notice to either Party. This Agreement may be terminated immediately by JCPS upon ten (10) business days written notice to PARK DUVALLE for its failure to cure a material breach of this Agreement.

13. No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon by both JCPS and PARK DUVALLE.

14. During the performance of this Agreement, PARK DUVALLE shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Kentucky Equal Employment Act of 1978, KRS 45.550-45.640, and the American Disabilities Act, and shall not discriminate against any JCPS employee or student because of age, color, creed, disability, genetic information, marital or parental status, national origin, race, sex, sexual orientation, gender identity, gender expression, veteran status, religion, or political affiliation or beliefs.

15. In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that PARK DUVALLE and PARK DUVALLE contractors are at all times acting as an independent contractor with respect to JCPS, and neither Party shall be construed to be an agent or representative of the other Party. Except as provided herein, JCPS shall not have any control or direction over the manner, methods or means by which PARK DUVALLE and PARK DUVALLE contractors perform their work and functions.

16. This Agreement contains the entire agreement between JCPS and PARK DUVALLE and supersedes any and all prior agreements, representations and negotiations, either oral or written, between the Parties before the execution of this Agreement, but any other agreement executed contemporaneously with the execution of the Agreement and incorporated herein by reference shall remain in full force and effect.

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


THE UNDERSIGNED ARE AUTHORIZED AGENTS OF THE PARTIES WITH AUTHORITY TO
BIND THE SAME, AND EACH OF THEM HEREBY CERTIFIES TO HAVE READ THIS
AGREEMENT, FULLY UNDERSTANDS, AND AGREES TO ITS CONTENTS.

JEFFERSON COUNTY BOARD OF EDUCATION:

Dr. Martin A. Pollio
Superintendent

Date

PARK DUVALLE COMMUNITY HEALTH CENTER, INC.


Ann Hagan-Grigsby
Chief Executive Officer

11-19-19
Date

PROPERTY MANAGEMENT & MAINTENANCE

To: Kim Salyer, Principal, Pleasure Ridge Park High School
From: Rob Tanner, Director, Property Management & Maintenance
Date: November 22, 2019
Re: Building Modification Request

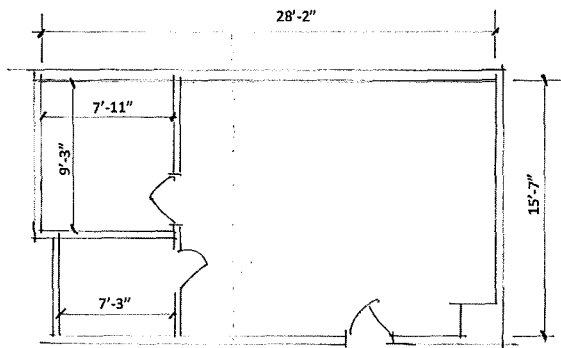
The Building Modification Request for renovation to add a clinic has been approved.

Feel free to contact me at 485-3178 with questions or concerns.

Thank you,

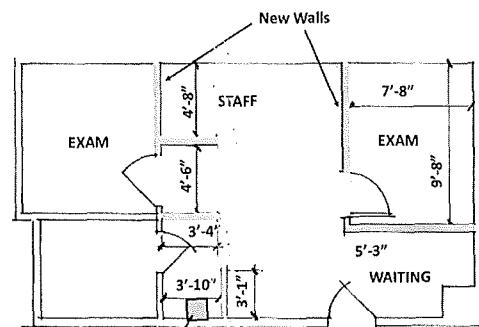
Robert W. Tanner

Rob Tanner
Director
Property Management and Maintenance



Partial floor Plan of Tech Building; Room #T-123

EXISTING FLOOR PLAN



Install new wall hung sink. Plumbing subcontractor to provide installation information.

Install new outlets, lighting, switches as determined by owner. Electrical subcontractor to provide installation information.

PROPOSED FLOOR PLAN

DEMO KEYNOTES	GENERAL NOTES
<ol style="list-style-type: none"> Remove door and frame Remove wall to scope of new work Remove cabinetwork, and related plumbing Remove flooring and base Rework existing ceiling as needed for scope of new work 	<p>All work shall be performed according to the current version of the Kentucky Building Code.</p> <p>Field verify all dimensions prior to starting work and notify architect promptly if discrepancies are found between the contract documents and the actual field dimensions.</p> <p>Provide fire-treated wood blocking at all wall-mounted accessories, cabinetwork, and fixtures.</p> <p>Drawings are not to be scaled. Refer to dimensions and / or consult with architect for clarification.</p> <p>Implement life safety precautions such as barrier walls, hoop-filled exhaust, negative pressure, etc., that protects and safeguards adjacent patient and staff spaces.</p> <p>All "wet" walls to have moisture-resistant gypboard.</p> <p>Provide sealant at all joints and crevices such as between cabinetwork and wall surfaces and door frames and wall surfaces.</p> <p>All work shall be performed in a professional high-quality manner and shall match or exceed the owners standards / expectations.</p> <p>Patch, repair, and restore existing finishes and surfaces to "as new" condition as necessitated to match surrounding appearance.</p> <p>Contractor is responsible for obtaining any necessary permits for performing the scope of work contained within these documents.</p> <p>All dimensions are from face-of-wall to face-of-wall.</p> <p>All ADA requirements are to be implemented.</p> <p>Interior stud placement is to be 16 inches on center unless otherwise noted.</p> <p>Changes in the scope of work is not to be implemented without written authorization from the owner.</p> <p>Coordinate with equipment suppliers to verify that installation requirements are proper and appropriately installed.</p>
GENERAL DEMO NOTES	
<ol style="list-style-type: none"> Remove all flooring and base 	
PROPOSED KEYNOTES	
<ol style="list-style-type: none"> Install new 3'-0" x 7'-0" door, frame, and related hardware. Match existing door features. Install new wall to scope of work; 5/8 inch gypboard both sides and 3 5/8 inch metal studs Install new cabinetwork, and related plumbing Install new flooring and base Install new ceiling where existing ceiling removed / damaged Align face of new wall flush with face of existing wall Repair where wall / floor / ceiling demo'd or damaged 	<p>Unless otherwise noted, all new walls to have 5/8 inch gypboard both sides and 3 1/2 inch metal studs. Extend above ceiling by min. 4 inches. Brace to deck above as necessitated. Install sound attenuation material.</p> <p>Paint all exposed wall surfaces</p> <p>Prep walls for paint. Skim coat where wallcovering removed.</p> <p>Install new flooring and base throughout</p>
	<p>Tech Building, Room #T123</p> <p>PROJECT LOCATION</p>