

Memorandum of Agreement
Between
Jefferson County Board of Education
And
Total Property Solutions, LLC

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 TOTAL PROPERTY SOLUTIONS, LLC with its principal place of business located at 3044 Bardstown Road #1138, Louisville, Kentucky 40205 (JCPS and TOTAL PROPERTY SOLUTIONS are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, TOTAL PROPERTY SOLUTIONS has offered to donate to JCPS services for cleaning the playground equipment at Carter, Kerrick, and Medora Elementary Schools.

WHEREAS, JCPS desires to accept the donation valued at \$600 for Carter, Kerrick, and Medora Elementary Schools.

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation:

1. TOTAL PROPERTY SOLUTIONS, while utilizing Board-owned property, shall operate within Board-approved policies.
2. TOTAL PROPERTY SOLUTIONS 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 work.
3. The cleaning of the playground equipment at Carter, Kerrick, and Medora Elementary Schools shall be completed no later than June 30, 2020.
4. The cleaning of the playground equipment at Carter, Kerrick, and Medora Elementary Schools will occur on a non-school day.
5. TOTAL PROPERTY SOLUTIONS will maintain \$1,000,000 automobile liability insurance and an all-risk property and casualty insurance policy with respect to the work at the Carter, Kerrick, and Medora facilities of commercial general liability in amounts no less than \$1,000,000 per policy and provide JCPS with a certificate of insurance with this signed Agreement. The Board of Education, Jefferson County, must be added as an "Additional

Insured” and must be in the description of operations section of the Certificate of Insurance. The complete policy number and inception and expiration dates must also be included.

6. The Superintendent/Designee shall have the authority to disqualify any individual from participating in school and/or district programs as a volunteer. Individuals with the following convictions shall not be authorized to volunteer:

1. Any conviction for sex-related offenses;
2. Any conviction for offenses against minors;
3. Any conviction for felony offenses except as provided in number 5 below;
4. Any conviction for deadly weapon-related offenses;
5. Any conviction for drug-related offenses, including felony drug offenses, within the past seven (7) years;
6. Any conviction for violent, abusive, threatening or harassment related offenses;
7. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability of the applicant to serve as a volunteer.

Volunteers shall immediately notify the school Principal if they are convicted of or plead guilty to one of the criminal offenses listed above.

7. TOTAL PROPERTY SOLUTIONS 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 in connection with the performance of this Contract. TOTAL PROPERTY SOLUTIONS 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 TOTAL PROPERTY SOLUTIONS in connection with the performance of this Contract. This provision survives termination of this Contract.

8. This Agreement shall be in effect for the period beginning April 22, 2020 and ending June 30, 2020.

9. Carter, Kerrick, and Medora Elementary Schools will contact John DeMarsh in JCPS Properties Maintenance to inspect the playground after the cleaning is complete to insure there is no damage and the required amount of mulch is on-site. If additional mulch is required, it will be provided by JCPS Properties Maintenance.

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

11. 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 TOTAL PROPERTY SOLUTIONS for its failure to cure a material breach of this Agreement.

12. 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 TOTAL PROPERTY SOLUTIONS.

13. During the performance of this Agreement, TOTAL PROPERTY SOLUTIONS 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.

14. In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that TOTAL PROPERTY SOLUTIONS is 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 TOTAL PROPERTY SOLUTIONS performs its work and functions.

15. This Agreement contains the entire agreement between JCPS and TOTAL PROPERTY SOLUTIONS 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.

16. 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 AND FULLY UNDERSTANDS AND AGREES TO ITS CONTENTS.

JEFFERSON COUNTY BOARD OF EDUCATION:

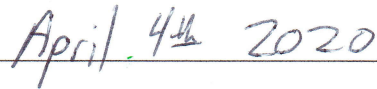
Dr. Martin A. Pollio
Superintendent

Date

TOTAL PROPERTY SOLUTIONS, LLC:



William Rasinen 
Owner



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME:	
	PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
INSURED Total Property Solutions LLC 1814 Kline Ct. Louisville, KY 40205	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10200		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	06/06/2019	06/06/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Board of Education, Jefferson County is named as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**Board of Education, Jefferson County
3332 Newburg Road Lewisville, KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE