

**Memorandum of Agreement**  
**between**  
**Jefferson County Board of Education**  
**And**  
**Ballard Alumni Association**

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 BALLARD ALUMNI ASSOCIATION, with its principal place of business located at 3701 Taylorsville Road, Suite 3, Louisville, Kentucky 40220 (JCPS and BALLARD ALUMNI ASSOCIATION are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, BALLARD ALUMNI ASSOCIATION has offered to donate to JCPS costs for equipment, material, and labor to construct a stadium entrance on the Ballard High School property (Attachment A).

WHEREAS, JCPS desires to accept the donation valued at \$197,016 for Ballard High School described in Attachment A.

NOW THEREFORE, the Parties agree that the terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 8):

1. BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION contractors will begin no work until the plans and specifications for the construction 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 BALLARD ALUMNI ASSOCIATION has demonstrated to the Board that BALLARD ALUMNI ASSOCIATION has adequate resources (both monetary and donated materials) to accomplish the construction without financial liability to the Board.
2. BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION contractors, while utilizing Board-owned property, shall operate within Board-approved policies for securing materials and labor.
3. BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION contractors will complete the stadium entrance in conformance with the plans and specifications as approved by state agencies and the Board. BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION 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 work.
4. The stadium entrance at Ballard High School shall be completed no later than June 30, 2021.
5. BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION

contractors will maintain an all-risk property and casualty insurance policy with respect to the work and the BALLARD HIGH SCHOOL 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 with the 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. Upon completion of the work as contemplated herein, BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION contractors will release all claims of ownership and title to stadium entrance and will vest in the Board. The Board shall thereafter have complete control of stadium entrance at Ballard High School.

7. 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;
- 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 from the Ballard Alumni Association 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;
  - (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.

8. Require the following, pursuant to KRS 160.380, for all BALLARD ALUMNI ASSOCIATION 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.

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

10. This Agreement shall be in effect for the period beginning December 1, 2020 and ending June 30, 2021.

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 BALLARD ALUMNI ASSOCIATION 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 BALLARD ALUMNI ASSOCIATION.

13. During the performance of this Agreement, BALLARD ALUMNI ASSOCIATION 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 on the basis 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.

14. In the performance of the duties and obligations imposed on each Party by this Agreement, it is mutually understood and agreed that BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION 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 BALLARD ALUMNI ASSOCIATION and BALLARD ALUMNI ASSOCIATION contractors perform their work and functions.

15. This Agreement contains the entire agreement between JCPS and BALLARD ALUMNI ASSOCIATION 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 PUBLIC SCHOOLS:**

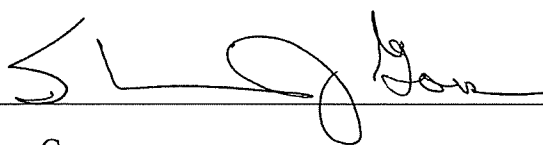
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Martin A. Pollio, Ed.D  
Superintendent

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Date

**BALLARD ALUMNI ASSOCIATION:**



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Steve Gowers  
Chairman

11/19/20

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Date



# W.P.C Company, Inc.

## General Contractor

Attachment A

Since 1987

4307 Progress Boulevard, Louisville, KY 40218  
Phone 502-479-7711 FAX 502-479-7766  
*Please visit our website @ [wpccompany.com](http://wpccompany.com)*

Date: October 29, 2020

PROPOSAL SUBMITTED TO:

Jefferson County Public Schools  
C.B. Young Jr. Service Center  
3001 Crittenden Drive  
Louisville, KY 40209  
Attn: Tony Waits

WORK TO BE PERFORMED AT:

Ballard High School  
6000 Brownsboro Road  
Louisville, KY 40222

Scope of Work

We propose to furnish labor, materials, equipment, and supply permit on the above referenced project as per the following scope of work:

1. Demo as per plan C1.0 dated 9-22-2020 removing concrete, asphalt, fencing, columns, striping and light poles.
2. Furnish labor and materials to grade all areas per plan C3.0.
3. Furnish and install concrete base and owner supplied brick in circular donor area.
4. Furnish and install one (1) 20 LF long curved seat wall with cast stone on top and brick on each side.
5. Furnish and install two (2) large entry columns including block, brick, and cast stone accent blocks per page S1.2 dated 8-4-2020. (Bronze plaques by others)
6. Furnish and install two (2) entry steel gates, with the letter B in the center of each one, attached to steel posts in concrete.
7. Furnish and install arched steel sign above gates with "Ballard Bruins" letters on one side.
8. Furnish and install 42 LF of steel "montage plus" fencing and 202 LF of 4" "4 board" wood fencing.
9. Furnish and install approximately 250 SF of new asphalt in area to left of new entrance.
10. Furnish and install 6500 SF of new concrete sidewalks.
11. Furnish and install new 24' long donor wall including cast stone cap and EFIS system per plan S1.0 dated 8-4-2020 (Donor tiles by others)
12. Furnish and install brick, cast stone, and paint for ticket and concession buildings including stencils for painting signs on each per A102 plan.
13. Furnish and install two (2) lights on new entry columns including automatic sensors with power form ticket office.
14. Furnish and install approximately 100 LF of black vinyl coated 6' tall chain link fence between baseball and football fields.
15. Final grade and seed and straw all disturbed areas.

Total \$ 197,016.00

Note: Any electric pipe with pull strings such as #7 on page C2.0 by others.

1. No other electric, plumbing, or HVAC work included in bid
2. If no brick work is desired for concession or ticket buildings deduct \$11,600 from total bid amount.
3. To change archway lettering from Ballard Bruins to Pat Crawford Stadium add \$950 to above bid price.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Workmen's Compensation and Public Liability insurance on above work to be taken out by WPC Company, Inc.

