

AM H05-09-2024

**Memorandum of Agreement between  
Jefferson County Board of Education and  
Louisville-Jefferson County Metro Government**

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 **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, through the Office of Housing and Community Development (hereinafter "METRO"), with its principal place of business located at 444 S. Fifth Street, Louisville, Kentucky 40202 (JCPS and METRO are hereinafter referred to individually as a "Party" and collectively as the "Parties").

**WHEREAS**, the Parties entered into an Agreement for the donation to JCPS of costs for creating an outdoor classroom space, stage, and garden on Western Middle School for the Arts property outlined in ATTACHMENT A approved by the Board of Education on February 2, 2021 with a termination date on or around June 30, 2021;

**WHEREAS**, costs for the work have increased and additional time is needed to complete the project;

**WHEREAS**, the Scope of Work Graphic, attached hereto and incorporated herein as ATTACHMENT B and the Budget -Scope of Work, attached hereto and incorporated herein as ATTACHMENT C, are preliminary and will be finalized by the Parties after the competitive bid process is completed;

**WHEREAS**, JCPS desires to accept the donation which has increased from \$50,000 to up to \$150,000 for Western Middle School for the Arts (hereinafter "WMSFA");

**NOW THEREFORE**, the Parties agree that above recitals are true and incorporated herein by this reference and further agree that the following terms and conditions herein shall control the donation and the use of Confidential Information (defined in Section 7).

1. METRO 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 METRO has demonstrated to the Board that METRO has adequate resources (both monetary and donated materials) to accomplish the construction without financial liability to the

Board.

2. METRO and METRO contractors, while utilizing Board-owned property, shall operate within Board- approved policies for securing materials and labor, to the extent permitted under the Kentucky law.
3. METRO contractors will complete the outdoor classroom space, stage, and garden in conformance with the plans and specifications as approved by state agencies and the Board. METRO 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 outdoor classroom space, stage, and garden at WMSFA shall be completed no later than December 31, 2024.
5. METRO contractors will maintain an all-risk property and casualty insurance policy with respect to the work at the WESTERN MIDDLE SCHOOL FOR THE ARTS 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 prior to commencing work. 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, METRO contractors will release all claims of ownership and title to an outdoor classroom space, stage, and garden and will vest in the Board. The Board shall thereafter have complete control of an outdoor classroom space, stage, and garden at WMSFA.
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; 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 by METRO 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.

8. Require the following, pursuant to KRS 160.380, for all METRO 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 volunteer has undergone the required records check.

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

10. This Agreement shall be in effect from the date of its execution until the completion of the work as contemplated herein, expected by the parties to be December 31, 2024.

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 METRO 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 METRO.

13. During the performance of this Agreement, METRO 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 METRO 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 METRO contractors perform their work and functions.

15. This Agreement contains the entire agreement between JCPS and METRO 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.

[Signatures to Follow]

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:**

---

By: Dr. Martin A. Pollio  
Superintendent

---

Date

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT:**

DocuSigned by:

*Marilyn S. Harris*

702B959678564F1...

By: Marilyn Harris

Director, Office of Housing and Community Development

5/7/2024

Date

**APPROVED AS TO FORM:  
JEFFERSON COUNTY  
ATTORNEY**

Natalie Richards

Print name

Assistant County Attorney

Title

DocuSigned by:

*Natalie Richards*

11A2514309FD469...

Signature

5/7/2024

Date

ATTACHMENT A – Memorandum of Agreement approved February 2, 2021



## JEFFERSON COUNTY BOARD OF EDUCATION

February 02, 2021, 6 p.m. Regular Business Meeting

Agenda Item: **VII.K.2. Acceptance of Donation from Louisville-Jefferson County Metro Government**

Recommendation: Superintendent Martin Pollio recommends the Board of Education accept the donation from Louisville-Jefferson County Metro Government totaling \$50,000 and authorize Superintendent to sign the attached Memorandum of Agreement.

Rationale: Louisville-Jefferson County Metro Government will donate costs for creating an outdoor classroom space, stage, and garden on Western Middle School for the Arts property.

The donation is valued at \$50,000.

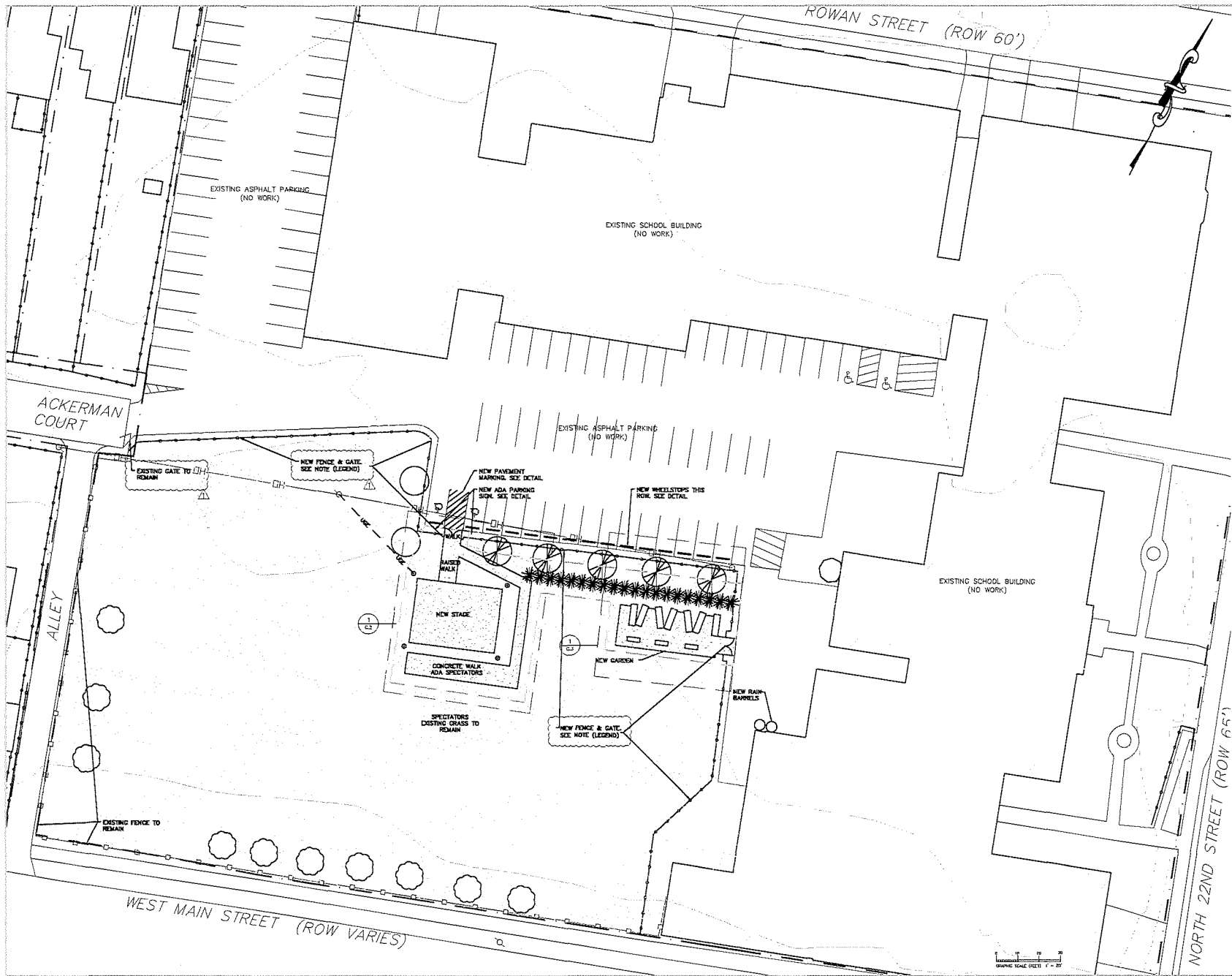
This donation supports with strategy 3.1.1 in Vision 2020.

Submitted by: Amy Dennes

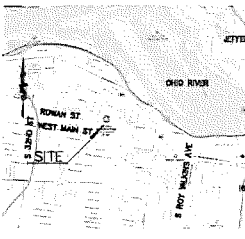
Attachment



ATTACHMENT B- Scope of Work Graphic



VICINITY MAP



LEGEND

- BOUNDARY (BY CAD PROVIDED)
- - - EXISTING CONTOUR
- EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED UNDERGROUND ELECTRIC
- EXISTING FENCE TO REMAIN
- EXISTING UTILITY POLE
- NEW ELECTRIC POLE
- HANDICAPPED ACCESSIBLE PARKING
- DRAINAGE FLOW ARROW
- EXISTING TREE TO REMAIN
- NEW TREE - SEE ENLARGED PLAN
- ★ NEW BUSH - SEE ENLARGED PLAN
- ▨ EXISTING BUILDING
- ▨ EXISTING ASPHALT
- ▨ NEW CONCRETE
- ▨ GRASSY AREA
- ▨ AREA OF DISTURBANCE 7,200 S.F.
- EXISTING FENCE TO REMAIN
- NEW FENCE: INSTALL NEW 6" HIGH CHAIN LINK BLACK COATED FENCE. FENCE TO HAVE A HORIZONTAL TOP BAR. TOTAL LENGTH IS APPROXIMATELY 575 FT. FENCE TO BE INSTALLED MINIMUM 3" FROM EDGE OF PAVEMENT. POST FOUNDATIONS 12" DIAMETER, 18" DEEP. INSTALL (2) GATES AS NOTED ON PLAN. EACH GATE WITH DOUBLE 4" WIDE DOORS WITH LOCKS SIMILAR TO EXISTING ON SITE.

EXISTING GATE TO REMAIN

NEW FENCE & GATE. SEE NOTE (LEGEND)

NEW FENCE & GATE. SEE NOTE (LEGEND)

PROJECT INFORMATION

THE PROJECT CONSISTS OF THE CONSTRUCTION OF A CONCRETE RAISED PLATFORM TO BE USED AS A STAGE AND A GARDEN AREA WITH ASSOCIATED WALKS ON AN EXISTING YARD. NO MODIFICATIONS TO THE PARKING AREA OR SCHOOL BUILDING ARE PART OF THIS PROJECT.

LIST OF DRAWINGS

- C-1 OVERALL SITE PLAN
- C-1-1 SPECIFICATIONS - LANDSCAPING SCHEDULE, SITE AND LANDSCAPING DETAILS
- C-2 ENLARGED PLAN, PERFORMING PLATFORM
- C-2-1 PERFORMING PLATFORM ELEVATIONS, SECTIONS, DETAILS
- C-3 ENLARGED PLAN AND ELEVATIONS: GARDEN-AREA
- C-4 EROSION PREVENTION & SEDIMENT CONTROL PLAN, NOTES & DETAILS

CONCEPT PLAN. THESE DRAWINGS ARE THE PROPERTY OF CONCEPTS 21 PLLC AND ARE NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE IN WHOLE OR PART WITHOUT THE WRITTEN CONSENT.

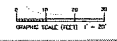
**CONCEPTS 21 PLLC**  
 1119 ROBINSON CIRCLE  
 PHONE: 602.282.7008  
 EMAIL: INFO@CONCEPTS21.NET

WESTERN MIDDLE SCHOOL  
 JEFFERSON COUNTY PUBLIC SCHOOLS  
 LOUISVILLE, KENTUCKY 40209

WESTERN MIDDLE SCHOOL  
 NEW STAGE PLATFORM & GARDEN  
 2201 WEST 18TH STREET, LOUISVILLE, KENTUCKY 40212

SHEET TITLE:  
 SITE PLAN  
 DRAWN: AMM  
 CND: MN  
 DATE: DEC 15 2021  
 SCALE:  
 REV: May 1, 2024

SHEET NUMBER:  
**C-1**  
 DRAWING TO SCALE IF NOT



## ATTACHMENT C – Budget Scope of Work

Western Middle School Budget					
A. Concrete / Asphalt					
Line No.	Item Description	Quantity	Unit	Unit Price	Total
1	Erosion Control	3	LS	\$2,000.00	\$6,000.00
2	Concrete Platform (stage), Historic (4" compacted DGA and excavation)	133	SY	\$250.00	\$33,333.25
3	Concrete Walkway & Ramp, Historic (4" compacted DGA an excavation)	131	SY	\$160.00	\$20,960.00
4	Concrete Pad (benches, planters), Historic (4" compacted DGA and excavation)	62	SY	\$160.00	\$9,840.00
5	Saw Cut/Expansion Joint	250	LF	\$3.00	\$750.00
6	Pavement Striping, 4" Blue Solid (handicap)	152	LF	\$2.50	\$380.00
7	Pavement Striping, 4" White Solid (regular)	38	LF	\$4.50	\$171.00
8	Concrete Benches	8	SY	\$180.00	\$1,440.00
9	Concrete Wheelstop	17	EA	\$150.00	\$2,550.00
10	Handicap Marking	2	EA	\$350.00	\$700.00
11	Handicap Parking Sign	2	EA	\$450.00	\$900.00
<b>Concrete / Asphalt Subtotal</b>					<b>\$76,124.25</b>
B. Landscaping					
Line No.	Item Description	Quantity	Unit	Unit Price	Total
12	Excavation	61	CY	\$25.00	\$1,525.00
13	Landscape Fabric	5,000	SF	\$0.15	\$750.00
14	Planter Soil with Root Barrier, 36" Soil Mix	30	CY	\$60.00	\$1,800.00
15	Shredded Hardwood Mulch	61	CY	\$75.00	\$4,575.00
16	Planter Box (Cedar wood)	7	EA	\$250.00	\$1,750.00
17	Planter Box (Metal Post 1" x 1.5')	28	EA	\$125.00	\$3,500.00
18	Planter Box (Crushed Gravel)	10	CY	\$70.00	\$700.00
19	Tree (Hawthorne)	2	EA	\$850.00	\$1,700.00
20	Tree (Eastern Redbud)	5	EA	\$850.00	\$4,250.00
21	Shrub (Karl Forester)	40	EA	\$85.00	\$3,400.00
22	Rain Barrel (downspout diverter)	2	EA	\$200.00	\$400.00
<b>Landscaping Subtotal</b>					<b>\$24,350.00</b>
C. Electrical					
Line No.	Item Description	Quantity	Unit	Unit Price	Total
23	Light Pole Foundation	4	EA	\$1,450.00	\$5,800.00
24	Conduit, 1-1/2" PVC (Trench, Backfill and Bedding)	150	LF	\$40.00	\$6,000.00
25	Weatherproof Receptacles	4	EA	\$550.00	\$2,200.00
26	6x6 Post w/concrete base	4	EA	\$375.00	\$1,500.00
27	Service Connection	1	LS	\$1,250.00	\$1,250.00
<b>Electrical Subtotal</b>					<b>\$16,750.00</b>
D. Fencing					
Line No.	Item Description	Quantity	Unit	Unit Price	Total
28	Fencing	1	EA	\$21,000.00	\$21,000.00
<b>Fencing Subtotal</b>					<b>\$21,000.00</b>
<b>Construction Total</b>					<b>\$138,224.25</b>
<b>Total With 8% Contingency</b>					<b>\$150,000.00</b>

Scope of work will be finalized, in consultation with Western Middle School of Performing Arts administration, at completion of competitive bid process. Above costs are estimates.



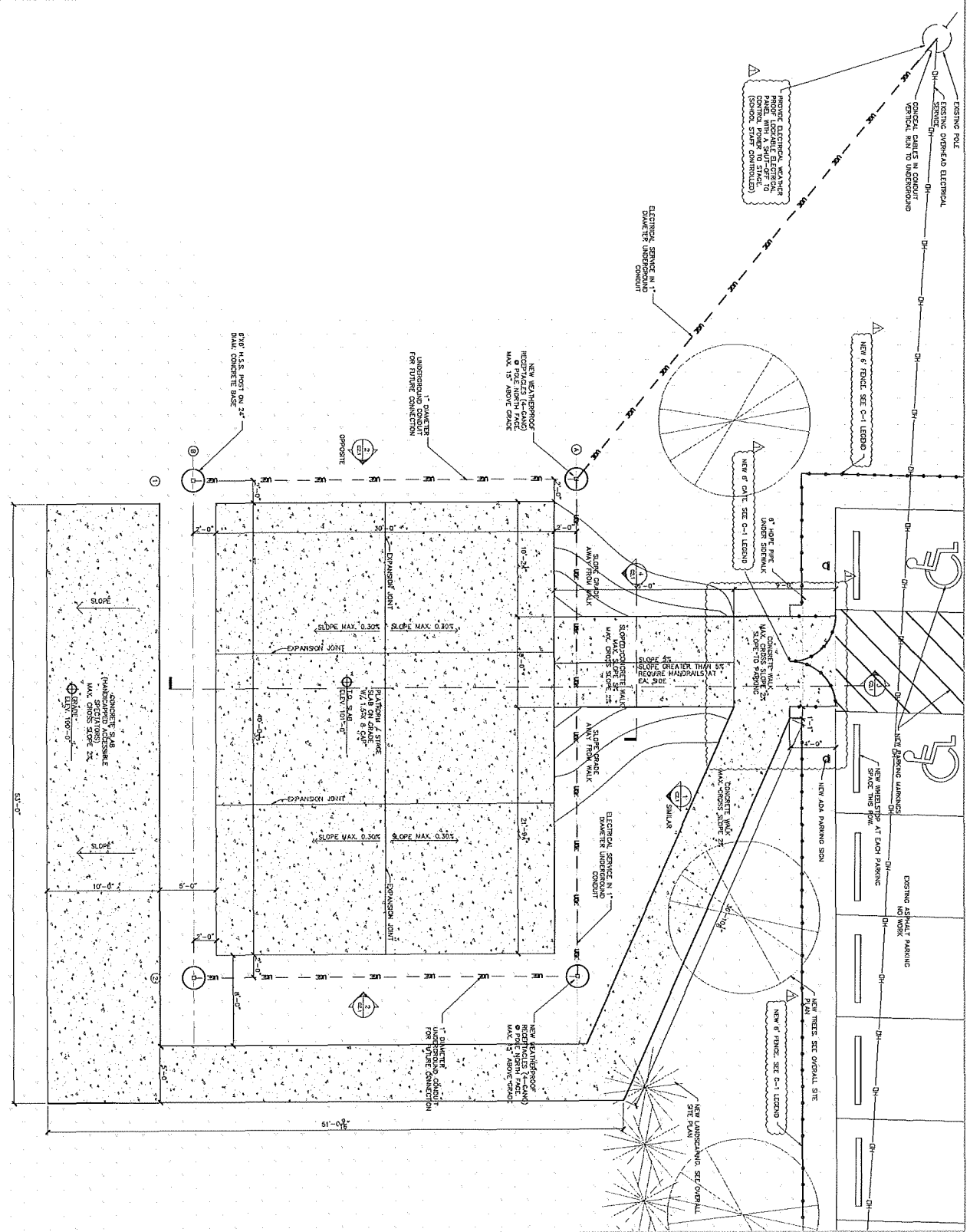


**GENERAL NOTES**

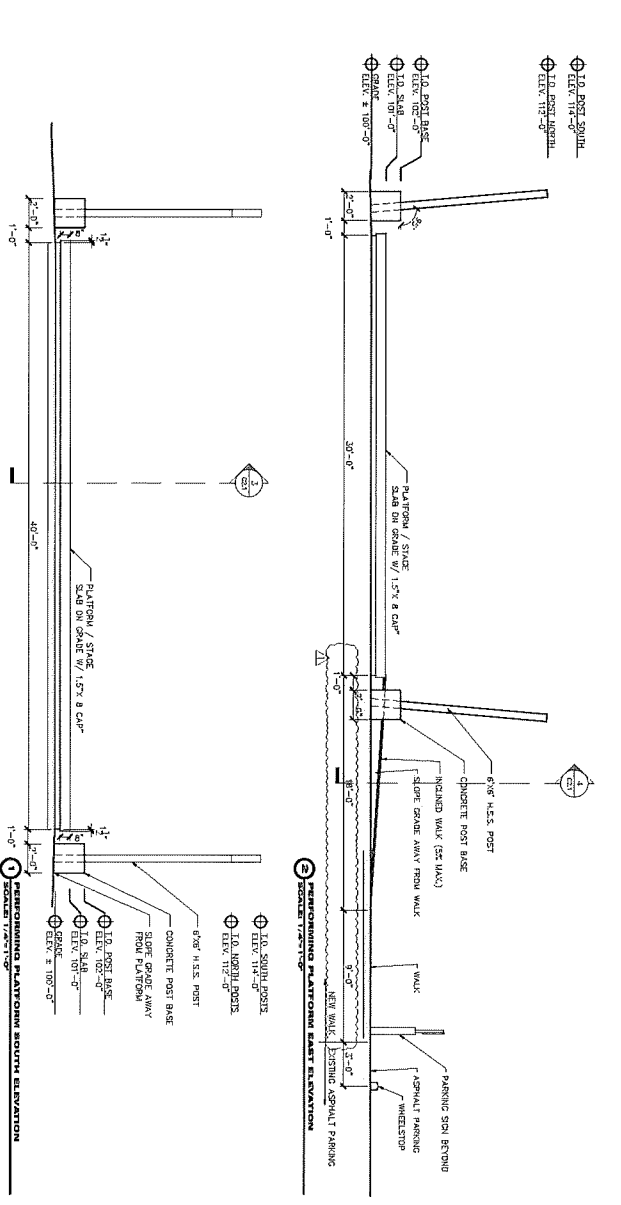
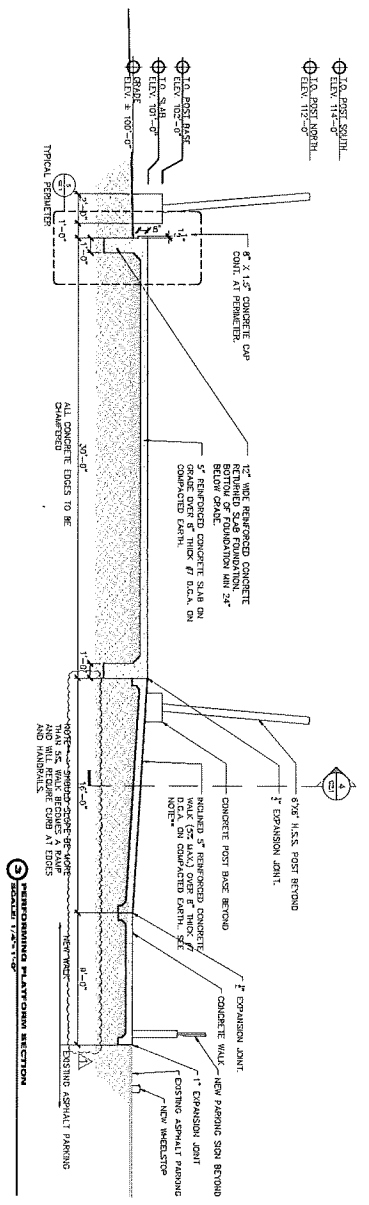
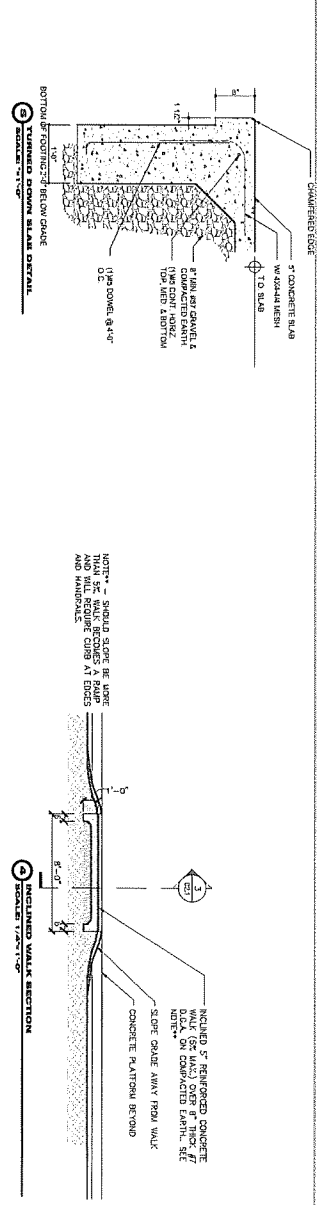
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**UTILITY NOTE**

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.



<p><b>CONCEPTS 21 PLLC</b> 1119 ROSTREVOR CIRCLE PHONE: 502.292.7708 EMAIL: MNOURI@CONCEPTS21.NET</p>	<p><b>WESTERN MIDDLE SCHOOL</b> JEFFERSON COUNTY PUBLIC SCHOOLS 3901 CRITTENDEN DRIVE LOUISVILLE KENTUCKY 40299</p>	<p><b>CONCEPTS 21 PLLC</b> 1119 ROSTREVOR CIRCLE PHONE: 502.292.7708 EMAIL: MNOURI@CONCEPTS21.NET</p>	<p><b>WESTERN MIDDLE SCHOOL</b> NEW STAGE PLATFORM &amp; GARDEN 2201 WEST MAIN STREET, LOUISVILLE KENTUCKY 40212</p>	<p><b>CONCEPTS 21 PLLC</b> 1119 ROSTREVOR CIRCLE PHONE: 502.292.7708 EMAIL: MNOURI@CONCEPTS21.NET</p>
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WESTERN MIDDLE SCHOOL  
JEFFERSON COUNTY PUBLIC SCHOOLS  
3001 CRITTENDEN DRIVE  
LOUISVILLE KENTUCKY 40209

WESTERN MIDDLE SCHOOL  
NEW STAGE PLATFORM & GARDEN  
2201 WEST MAIN STREET, LOUISVILLE KENTUCKY 40212

DATE: 11/15/2017  
SCALE: 1/8\"/>

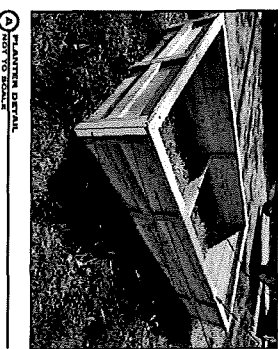
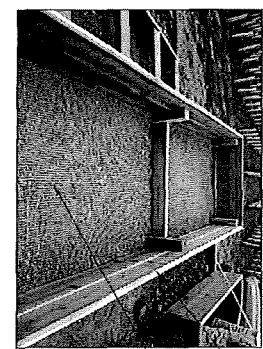


**GENERAL NOTES**

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL LOCAL, COUNTY, STATE AND FEDERAL REGULATIONS, ORDINANCES, AND PERMITS NECESSARY FOR THE PRODUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRODUCTION OF THE PROJECT.
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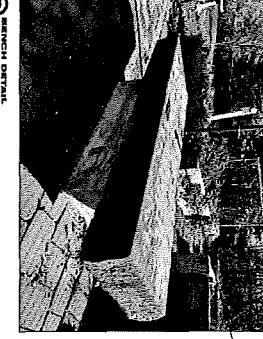
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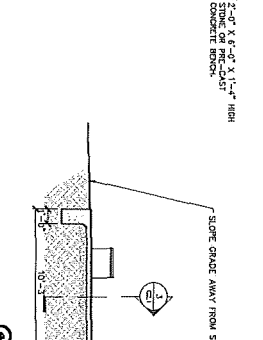


**1** SECTION  
WOOD PLANTER  
CONCRETE SLAB  
SLOPE GRADE AWAY FROM SLAB

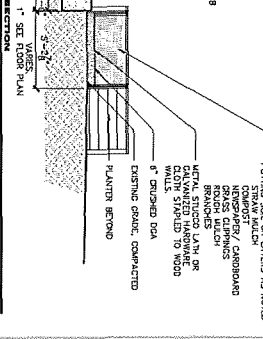
**2** SECTION  
WOOD PLANTER  
CONCRETE SLAB  
SLOPE GRADE AWAY FROM SLAB



**3** SECTION  
WOOD PLANTER  
CONCRETE SLAB  
SLOPE GRADE AWAY FROM SLAB



**4** SECTION  
WOOD PLANTER  
CONCRETE SLAB  
SLOPE GRADE AWAY FROM SLAB



**5** SECTION  
WOOD PLANTER  
CONCRETE SLAB  
SLOPE GRADE AWAY FROM SLAB

