

MEMORANDUM OF AGREEMENT
Between
Jefferson County Board of Education
And
Pace Contracting LLC

This Memorandum of Agreement (hereinafter "Agreement") is entered into between the Jefferson County Board of Education (hereinafter "JCPS"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Pace Contracting LLC (hereinafter "PACE"), a limited liability company located at 15415 Shelbyville Rd, Louisville, KY 40245.

WHEREAS PACE is a leading company in the region wishing to support JCPS schools through the Metropolitan Sewer District Community Benefits Program (hereinafter "CBP"); and

WHEREAS PACE has offered a \$150,000 in-kind services donation to manage and complete grounds improvements at Greathouse-Shryock Elementary School (hereinafter "Renovation"); and

WHEREAS JCPS desires to accept the donation and complete the Renovation;

THEREFORE, in consideration of the terms, conditions, premises, and mutual agreements set forth herein, JCPS and PACE agree as follows:

1. Duties of JCPS:

- a. JCPS will comply with all CBP reporting requirements outlined in Attachment A.
- b. JCPS Facilities will review the scope of work described in 2(a)(i)(1) below to be submitted by PACE and its subcontractors.

2. Duties of PACE:

- a. PACE and its contractors will complete the project in two phases:
 - i. Phase 1
 1. PACE and its subcontractors will complete and submit to JCPS for approval a detailed scope of work for the Renovation, to include a topographic survey, masterplan for an outdoor classroom, and construction documents (existing base map, layout plan, grading plan, erosion prevention and sediment control plan, storm drainage plan, and site details).
 2. PACE and its subcontractors will not begin work on the Renovation until the scope of work described in 2(a)(i)(1) above has been approved by JCPS Facilities and PACE has demonstrated

to JCPS that PACE has adequate resources to complete the Renovation without financial liability to JCPS.

ii. Phase 2

1. PACE and its subcontractors will complete the Renovation in conformance with the approved scope of work.

iii. PACE and its subcontractors shall have no claim of ownership, and title to the Renovation will vest in JCPS. JCPS shall have complete control of the completed Renovation and the school will be responsible for all maintenance and repair.

- b. Acknowledges that projects involving program evaluation, monitoring activities, or data collection or research of any kind, are subject to JCPS IRB review and approval as determined by the JCPS IRB to meet federal, State, and Board policies. In these cases, JCPS student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), JCPS complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purpose of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all research, program evaluation and data collection activities must be approved by the JCPS IRB and shall not begin before approval is secured from the JCPS IRB.
- c. If the performance of this Agreement involves the transfer by JCPS to PACE of any data regarding any student that is subject to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g as amended, ("FERPA"), PACE and JCPS must manage the data transfer in accordance with FERPA requirements, and PACE agrees to the following conditions:
 - i. If PACE requests transfer of identifiable data by JCPS that is subject to JCPS IRB procedures, as determined by the JCPS IRB to meet federal, State, and Board policies, JCPS cannot transfer identifiable data to PACE before the JCPS IRB-approved informed consent process has been executed. In this case, PACE does not function as an exception under FERPA. PACE is responsible for obtaining, and maintaining, signed consent after JCPS IRB approval. No data will be provided under this agreement without signed consent from the guardian for records requests involving students or from the JCPS employee or community member for records requests involving adults. PACE must deliver copies of the signed authorization to JCPS upon request.
 - ii. If PACE has been legally deemed a FERPA exception by JCPS in accordance with FERPA Exception Conditions, then PACE shall:
 - (a) In all respects, comply with the provisions of FERPA, including any requirements of Chapter 99 of Title 34 of the Code of Federal Regulations and any other applicable state or federal law.

- (b) Use any such data for no purpose other than to fulfill the purposes of this Agreement, and not share any such data with any person or entity other than PACE and its employees, contractors, volunteers, and agents, without prior approval of JCPS. Disclosure shall be limited to only those employees, contractors, volunteers, or agents who are necessary for the fulfillment of this Agreement.
 - (c) Require all employees, contractors, volunteers, and agents of PACE to comply with all applicable provisions of FERPA with respect to any such data. PACE shall require and maintain confidentiality Agreements with each employee, contractor, volunteer, or agent with access to data pursuant to this Agreement.
 - (d) Maintain any such data in a secure environment, whether physical or electronic, and not copy, reproduce, or transmit any such data except as necessary to fulfill the purposes of this Agreement. PACE shall notify JCPS within 24 hours in the event of any data breach or disclosure of data to any person or entity other than the parties listed in this agreement.
 - (e) Collect, store, and maintain data in a manner that does not permit the identification of an individual student by anyone other than employees, contractors, or agents of PACE necessary for the fulfillment of this Agreement and having a legitimate interest related to the purposes of this Agreement in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any form, including, but not limited to, published results of studies.
- d. Acknowledges that JCPS retains the right to audit PACE's compliance with this agreement.
- e. PACE acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for JCPS to immediately terminate this Agreement pursuant to Article V of this Agreement.
- f. Not use the name or logo of JCPS or individual JCPS schools in printed materials, websites, videos or social media without prior approval from JCPS.
- g. Maintain an all-risk property and casualty insurance policy with respect to the facilities and a policy of commercial general liability in amounts no less than \$1,000,000/\$2,000,000 per policy and provide JCPS with a certificate of insurance upon request.
- h. Require all PACE employees/volunteers/contractors performing services under this Agreement to have on file a Criminal Records Check, per Kentucky law and JCPS requirements, completed no more than five years ago.

Employees/contractors convicted of any of the following, per JCPS Board Policy 03.6, shall not be considered:

- i. Any conviction for sex-related offenses.
 - ii. Any conviction for offenses against minors.
 - iii. Any conviction for felony offenses, except as provided below.
 - iv. Any conviction for deadly weapon-related offenses.
 - v. Any conviction for drug-related offenses, including felony drug offenses, within the past seven years.
 - vi. Any conviction for violent, abusive, threatening or harassment related offenses.
 - vii. Other convictions determined by the Superintendent/designee to bear a reasonable relationship to the ability to perform services under this Agreement.
- i. PACE shall require all staff and volunteers performing services on JCPS school premises during JCPS school hours under this Agreement to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from The Cabinet for Health and Family Services stating no findings of substantiated child abuse and neglect records maintained by the Cabinet for Health and Family Services.
 - j. PACE staff and volunteers will comply with all JCPS health safety guidelines including rules related to COVID-19 mitigation.
 - k. To the extent that JCPS facilities are closed to students, those facilities will also be unavailable to PACE. During any periods of the Non-Traditional Instruction (NTI) or remote learning, JCPS facilities will not be available to PACE.

3. Mutual Duties:

- a. Each party shall not discriminate based on 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.
- b. Each party shall comply with all federal and state laws and regulations and all JCPS policies applicable to the provision of the services described in this Agreement, including without limitation the Federal Family Educational Rights and Privacy Act (FERPA), the Kentucky Educational Rights and Privacy Act (KFERPA), the federal Health Insurance Portability and Accountability Act

(HIPAA) and JCPS policies and procedures for volunteers and visitors entering JCPS facilities.

- c. The respective administrative offices of JCPS and PACE who have responsibility for the implementation of this Agreement shall meet periodically during the term of this Agreement to evaluate the program and discuss issues of mutual concern.
4. **Term**: This Agreement shall be effective commencing June 25, 2025 and shall terminate on December 31, 2026. The Agreement may be extended by mutual written agreement of JCPS and PACE.
5. **Termination**: Either party may terminate this Agreement prior to the end of its term by giving sixty (60) days prior written notice to the other party. If JCPS terminates the Agreement, PACE will be permitted in their discretion to continue to provide services during the period in which the sixty (60) day notice becomes effective. JCPS may terminate this agreement immediately in the event of a student health or safety concern or a breach of paragraph 2.j above. In the event of an immediate termination, PACE shall not be permitted to continue to provide services after receipt of the notice of termination.
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and PACE.
7. **Independent Parties**: JCPS and PACE are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.
8. **Captions**: Section titles or captions in this Agreement are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Agreement.
9. **Entire Agreement**: This Agreement contains the entire agreement between JCPS and PACE concerning the PACE and supersedes all prior agreements, either written or oral, regarding the same subject matter.
10. **Severability**: If a 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.
11. **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.
12. **Applicable Law**: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Pace Contracting LLC:

Marty Pollio, Ed.D, Superintendent



Michael Bryant, President

Date: _____

Date:  _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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 Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299 | CONTACT NAME: Amy Morgan | FAX (A/C, No): |
| | PHONE (A/C, No, Ext): 502-415-7033 | |
| | E-MAIL ADDRESS: amy_morgan@ajg.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : AGCS Marine Insurance Company | 22837 |
| INSURED Pace Contracting, LLC 15415 Shelbyville Road Louisville, KY 40245 | INSURER B : Kentucky AGC Self Insurers Fund | |
| | INSURER C : Valley Forge Insurance Company | 20508 |
| | INSURER D : Indemnity National Insurance Company | 18468 |
| | INSURER E : Convex Insurance UK Limited | |
| | INSURER F : National Fire Insurance Co of Hartford | 20478 |

COVERAGES

CERTIFICATE NUMBER: 2027570913

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 |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|----------------------------------------------|----------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 6012455573 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| F | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6012455590 | 4/1/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 2,000 |
| D | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | XS0001202-25 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 18803 | 1/1/2025 | 1/1/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000 |
| A A E | Blkt Bldrs Risk Blkt Bldrs Risk Prof/Pollution | | | MXI93057340 MXI93057340 CPL000004-0425 | 4/1/2025 4/1/2025 4/1/2025 | 4/1/2026 4/1/2026 4/1/2026 | Frame, JM NC, MNC, MFR & FR Limit \$2,500,000 \$10,000,000 \$5,000,000 |

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

Certificate Holder is afforded additional insured as required by written contract per: General Liability CNA75079 3/22, Commercial Auto CNA63359 04/12, Waiver of Subrogation as required by written contract: General Liability CNA74705 01/15, Commercial Auto CNA63359 04/12. Insurance is primary and non-contributory on the General Liability per: CNA74705 01/15, and Commercial Auto per: CNA63359 04/2012. Excess is follow form of underlying policies.

Policies include: Builders Risk; \$25M for Water Treatment Projects; policy # MXI93057340; Carrier: AGCS Marine Insurance Company; NAIC # 22837.

Re: Grounds Improvements at Greathouse-Shryock Elementary School

CERTIFICATE HOLDER

CANCELLATION

| | |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Jefferson County Board of Education 3332 Newburg Road Louisville 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 |
|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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5568 - CCWQTC Solids Dewatering

Letter of Intent

February 6th, 2025

Kim Slusher
Greathouse/Shryock Traditional
2700 Browns Lane
Louisville, KY 40220

Dear Ms. Slusher,

Pace Contracting, LLC ("Pace") is pleased to support Greathouse/Shryock Elementary School in its mission to create enriching and dynamic learning environments for students. As part of this commitment, we are pleased to provide an in-kind contribution valued at \$150,000 to transform the school's courtyard into an outdoor learning space that fosters creativity, exploration, and engagement. This will include enhancements to the space that promote hands-on educational experiences and outdoor exploration.

The commitments could be fulfilled before the dates below:

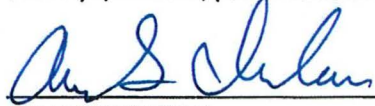
- 12/31/2026: \$150,000

As a condition of this contribution, Pace requests two written annual reports due on Monday, June 2nd, 2025, and a second report due on Monday, December 1, 2025 that includes the following information:

- Program Name
- Summary of Activities and Outcomes Completed
- Number of Youth Participants (under age 18)
- Qualitative information such as stories, quotes, and pictures

In addition, Pace may request a mid-year and end-of-the-year in-person meeting to discuss progress and receive updates on the program.

We look forward to partnering with Greathouse/Shryock Elementary School on this community effort. For any questions, please contact Sara Inclan at (502) 408-9555.


(FIRM SIGNATURE)


(BENEFICIARY SIGNATURE)

TITLE: Project Administrator

TITLE: Principal

DATE: 2/10/2025

DATE: 2/7/25