

**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 \$213,657.72 in-kind services donation to manage and complete a playground enhancement at Chenoweth 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 any changes submitted by PACE and its subcontractors to the scope of work described in Attachment B, if needed.

**2. Duties of PACE:**

- a. PACE and its subcontractors will not begin work on the Renovation until PACE has demonstrated to JCPS that PACE has adequate resources to complete the Renovation without financial liability to JCPS.
  - i. PACE and its subcontractors will complete the Renovation in conformance with the approved scope of work described in Attachment B.
  - ii. If PACE submits revisions to the scope of work outlined in Attachment B, PACE and its subcontractors will not begin work on revised portions of the Renovation until the revisions have been approved by JCPS Facilities.
  - 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 July 9, 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.

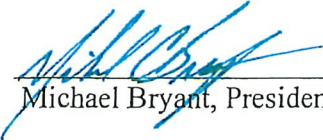
6. **Amendment**: This Agreement may be modified or amended only by a written agreement signed by JCPS and PACE.
7. **Independent Parties**: JCPS and PACE are independent parties, and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the 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:

\_\_\_\_\_  
Dr. H. Brian Yearwood, Superintendent

  
\_\_\_\_\_  
Michael Bryant, President

Date: \_\_\_\_\_

Date: 5/19/2015



5568 - CCWQTC Solids Dewatering

Letter of Intent

February 6th, 2025

Angela Burns  
Chenoweth Elementary School  
3622 Brownsboro Road  
Louisville, KY 40207

Dear Ms. Burns,

Pace Contracting, LLC ("Pace") is pleased to support Chenoweth Elementary School as part of our commitment to investing in education and community enrichment. We recognize the importance of providing students with a high-quality learning environment and the necessary resources to foster academic success. To support these efforts, Pace is proud to provide an in-kind contribution valued at \$213,657.72 to enhance the playground area, including the provision and installation of a new playground set.

The commitments could be fulfilled before the dates below:

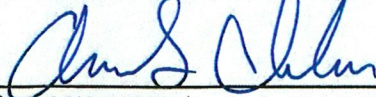
- 12/31/2026: \$213,657.72

As a condition of this contribution, Pace requests two written annual reports due on Monday, June 2<sup>nd</sup>, 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 Chenoweth Elementary School on this community effort. For any questions, please contact Sara Inclan at (502) 408-9555.

  
(FIRM SIGNATURE)

  
(BENEFICIARY SIGNATURE)

TITLE: Project AdministratorTITLE: Principal, Chenoweth ElementaryDATE: 2/10/2025DATE: 2/7/25





Scope of Work  
Project: Chenoweth Playground  
Owner: JCPS  
Date: 05/16/2025

For this project, Pace Contracting will be working behind Chenoweth Elementary in the plot of land that contains the current playground.

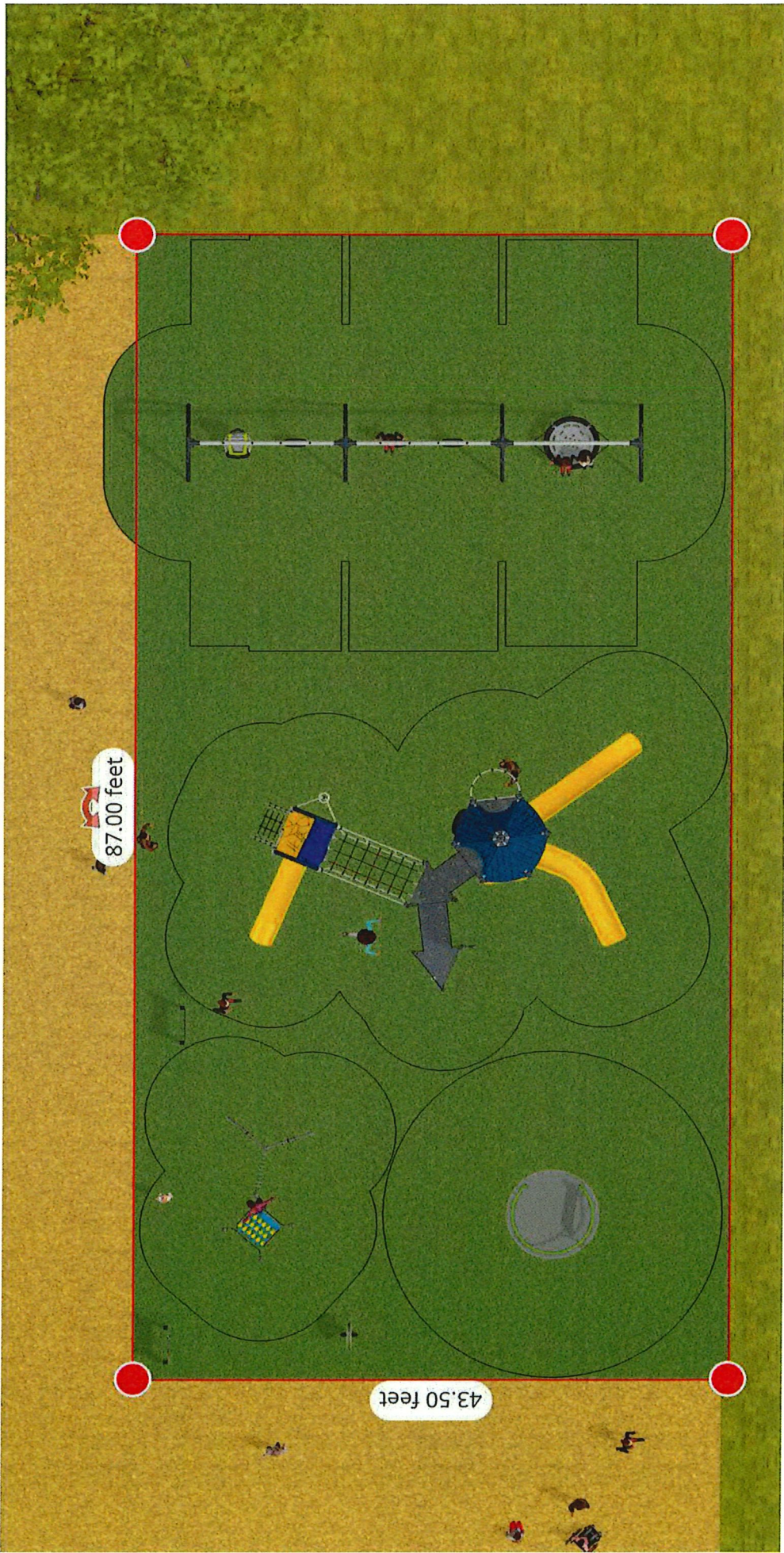
As part of this work, Pace and its subcontractors will be completing a demolition of the current playground equipment and excavation of that plot of land. Please note that the school will always have access to the building during the duration of the project. Once the excavation is complete, Pace will lay down 6" of DGA base and establish concrete bases for the new playground equipment to sit on. The installation of the playground equipment will include a Denali Tower [includes solid bridge platform], sensory area, swing bay, and spinning wheel. After the equipment, Pace will insert 2" of safety foam, and turf that is called Playground Grass Ultra. The plot of turf will be approximately 43.5' by 87'.

In finishing up the project, Pace will complete final cleanup, project grading, and demobilization from the project site.

# Chenoweth Elementary

April Update







Represents spinner customer already has









Modified Bridge (flat surface, no ropes)





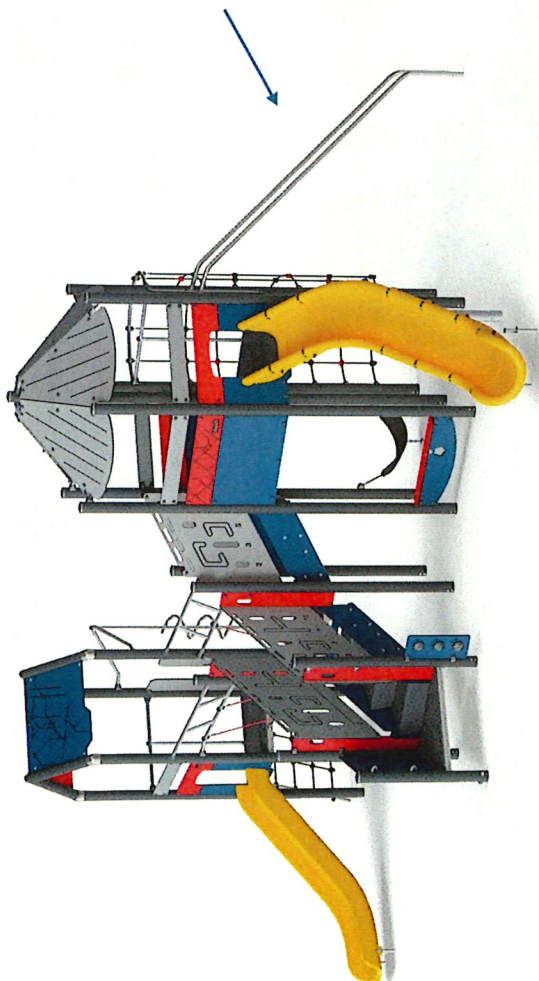
# Triple Tower with Turbo

PCW310632



Item no. PCW310632-9901	
General Product Information	
Dimensions LxWxH	28'1" x 16'8" x 13'5"
Age group	5-12
Play capacity (users)	25
Color options	

Changed bannister bars to a 3<sup>rd</sup> slide.  
Can change back if preferred



The play unit offers many levels of play: from the inclined climbing net up to the lower platform, from which the child can take the stomach-tickling slide down to the ground or enjoy the rotating movement of the Curly Climber back to the ground. An alternative route is to venture onto the wackle bridge, using the full physical concentration on

balancing to the platform of the stairway. The second half leads to the roomy top of the mega deck, perfect for groups to socialise and play on an elevated level, from which they can choose their way to the ground on either, a curved, bumpy slide or a dare devil pair of bannister bars at full speed. An alternative route up to the mega deck platform is up the curved

lower net where climbing will challenge the physical and coordination skills. Under the platform a nice seat and a rocking hammock makes a meeting point for all.



1 / 04/03/2025

Data is subject to change without prior notice.

# Triple Tower with Turbo

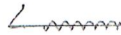
PCM310632

**KOMPAN**  
Let's play



## Wobble bridge

Physical: sense of balance and space, and training of posture. Important for being able to sit still. Social-Emotional: cooperation, turn-taking and friendly competition on the plates.



## Curly climber

Physical: coordination and proprioception are supported when placing arms and legs correctly for going down. Sense of balance when rotating. Arm muscles for holding tight. Social-Emotional: empathy stimulated by turn-taking. Cognitive: logical thinking when placing arms and legs right for rotating downward.



## Banister bars

Physical: coordination is supported when going down, as well as arm and core muscles. Landing strengthens bone density, which is built for life in childhood. Social-Emotional: turn-taking and risk-taking.



## Curved slide

Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down. Social-Emotional: empathy stimulated by turn-taking.



## Hammock

Physical: coordination and sense of balance when swaying. Social-Emotional: meeting, pushing friends gently back and forth, turn-taking.



## Accessible staircase

Physical: climbing the accessible stairway is for all and supports cross coordination as well as arm and leg muscles. For young children, walking stairs and alternating feet is developed. Social-Emotional: room for active breaks and adult helpers. An inclusive space.



## Tic-tac-toe panel

Social-Emotional: stimulates communication and turn-taking skills. Cognitive: support rules understanding, strategic thinking. Creative: leaving marks when tumblers are left in new positions.











3 basic seats, 1 ADA seat and one group basket seat









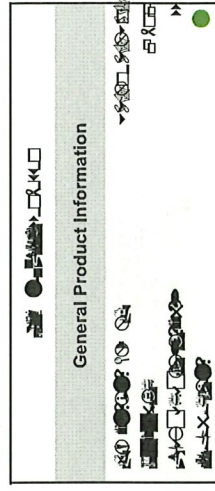
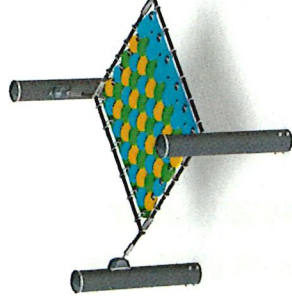








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Rattle Roller Wheel, Round Posts



Roller wheel with rattle sound, made of wood, suitable for children's play area.

Roller wheel

Sensory Multi Play Panel, Round Posts

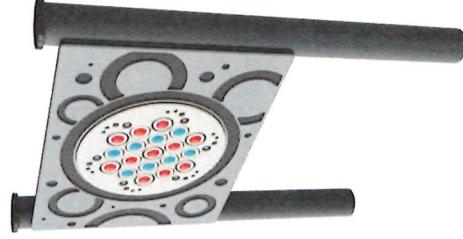


Sensory panel

Multi-play panel with various sensory stimuli, including visual and tactile elements, suitable for children's play area.

Sensory panel

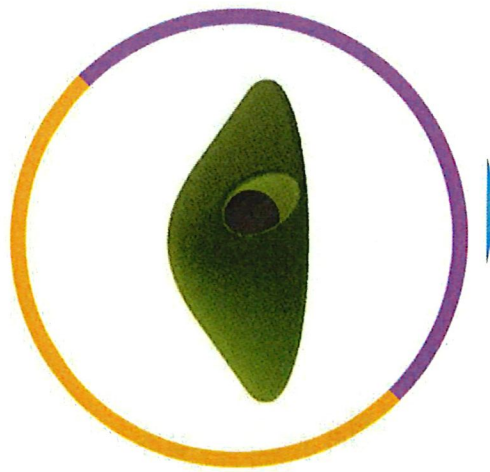
Roller Ball Play Panel, Round Posts



Roller ball play panel with colorful dots, suitable for children's play area.

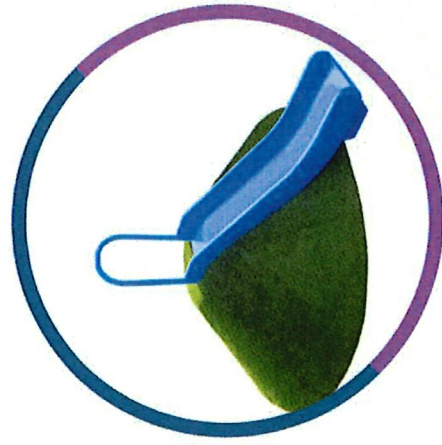
Roller ball play panel

Not in the scope of work



### **Large PlayMound with Tunnel - 12'**

The Large PlayMound with tunnel is a 12' long by 12' wide by 3' 1" high mound created to add an option for kids to crawl up one side and through another.

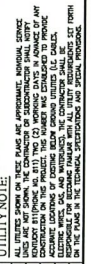
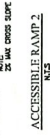


### **Standard PlayMound with Slide - 10'**

This Standard PlayMound with Slide is 10' x 10' x 3' and features a colorful slide designed to promote active play. Blue or yellow slide options available.

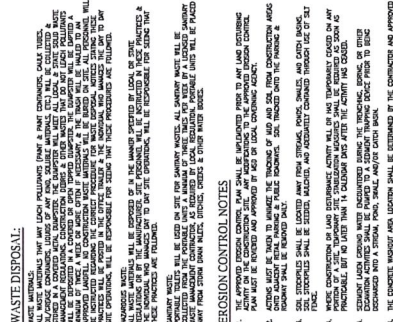
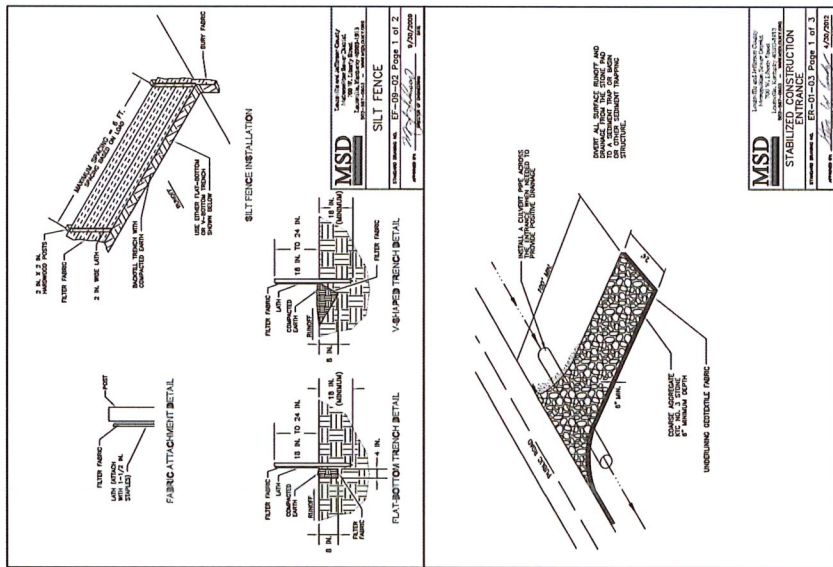






Revision	Date	Description	Detailed By	Chk'd By	Approved By
-	-	-	-	-	-





IMPERVIOUS AREAS		DATE: _____	
PROJECT: _____		SHEET NO. _____	
DRAWN BY: _____		SCALE: _____	
<p><b>EROSION MAINTENANCE NOTE</b></p> <p>DESIGN AND TEMPORARY CHANNELS SHALL BE DESIGNED TO CARRY FLOOD TO THE SUBGRADE AND MUST OVERTHEAD. CHANNELS SHALL BE DESIGNED TO CARRY 10% OF FLOOD.</p> <p><b>AREA OF DISTURBANCE</b></p>			
<p>0.00 ACRES</p>			
<p><b>EROSION CONTROL DETAILS</b></p>			
TYPE		DETAIL	
1	SEED PITCH	DP-06-01	
2	STABILIZED CONSTRUCTION DITCHES	DP-06-03	

The New Look For Dipping Safety in Kentucky  
**Kentucky 811**  
Call 811 Before You Dig

ALL UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. NOMINAL SERVICE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR DO WORKING DAYS IN ADVANCE OF ANY UTILITY HOTLINE NO. 811) TWO (2) WORKING DAYS IN ADVANCE OF ANY DISRUPTION ON THIS PROJECT. THIS NUMBER WAS ESTABLISHED TO PROVIDE ADEQUATE LOCATIONS OF EXISTING BELOW GROUND UTILITIES (I.E. CABLES, ELECTRIC WIRING, GAS, AND WATERLINES). THE CONTRACTOR SHALL BE RESPONSIBLE FOR BECOMING FAMILIAR WITH ALL UTILITY REQUIREMENTS SET FORTH IN THE PLANS IN THE TECHNICAL SPECIFICATIONS AND SPECIAL PROVISIONS.

Revision	Date	Description	Detalled By	Chk'd By	Approved By
1					