

OK AS TO FORM
RM 6-11-13

MEMORANDUM OF AGREEMENT

between

Louisville/Jefferson County Metro Government

and the

Jefferson County Board of Education

and

Jefferson Community & Technical College

and the

University of Louisville

pertaining to:

RECEIVED

JUL 30 2013

UNIVERSITY COUNSEL

The Partnership for a Green City's employee(s) and collaborative administration of the Partnership.

THIS AGREEMENT is made and entered by and between the Louisville/Jefferson County Metro Government, (hereinafter "Metro Government") and Jefferson County Board of Education, (hereinafter "JCBE") and Jefferson Community & Technical College, (hereinafter "JCTC") and the University of Louisville (hereinafter "UofL").

WHEREAS, Metro Government, JCBE, JCTC and UofL (hereinafter collectively the "Parties" or individually the "Party") are agencies or public entities of the Commonwealth of Kentucky; and

WHEREAS, the Parties have formed an affiliation called The Partnership for a Green City (hereinafter the "Partnership") to collaborate on activities to improve the Parties' environmental sustainability, to improve efficiencies, and to be a role model for the local community.

WHEREAS, this Memorandum of Agreement (hereinafter "MOA") sets forth the rights and duties of the Parties with regard to hiring/retaining a director and with regards to the collaborative administration of the Partnership.

NOW, THEREFORE, for consideration, the Parties agree as follows:

1. Director and subsequent employees

(a) Upon agreement of the Parties, UofL maintains a position entitled The Partnership for a Green City Director, (hereinafter "Director"). The Director will provide leadership and

coordination of short and long-term sustainability initiatives as defined by the Parties' environmental principles. The Director will keep and maintain all Partnership records in accordance with the record retention schedule of UofL and will be responsible for answering any open records requests addressed to the Partnership.

The Partnership for a Green City Steering Committee will provide daily supervision and direction to the Director. When the position is open, all four parties shall actively advertise the job posting and shall nominate two people each to serve on the interview committee. The interview committee shall make the final decision on the candidate to be hired for the position.

If other positions are needed and there is sufficient funding to hire additional personnel, the Steering Committee will interview and hire subsequent employees and/or interns.

(b) The Director and subsequent Partnership employees will be hired by UofL in accordance with UofL's policies and procedures. The Director and any subsequent employees shall be employees of UofL and shall receive all benefits afforded to UofL employees. The Director will report to UofL's Vice President for Research, Metro Government's Director of Sustainability, and JCBE's Director of Facilities and Environmental Services and the JCTC Office of Business Affairs. Subsequent employees and/or interns will report to the Director of the Partnership.

(c) UofL shall bill each party **semi-annually** for an annual total cost equal to one-fourth of the Director's salary and fringe benefits up to a maximum of \$25,000. In addition, each party shall provide **up to \$5,000 for operating expenses**, for a maximum annual total cost of \$30,000. The parties shall pay all invoices to the University within 30 days. The parties agree to be bound by the policies of the University as they relate to employment of the Director and subsequent employees.

2. Administrative Support

(a) Metro Government shall develop two Metro TV specials each year on Partnership initiatives.

(b) JCBE shall host and maintain the Partnership for a Green City Web Site.

(c) U of L shall provide office space, phone, internet access and part-time secretarial assistance.

(d) JCTC will work on a transition program between JCBE and UofL, including dual credit, vocational/technical and into UofL's Proposed BA in Sustainability and other green degree programs.

3. Financial Management

(a) UofL shall be responsible for payment of the salary and benefits to the Director.

4. Independent Parties: Each Party shall be considered an independent Party and shall not be construed to be an agent or representative of any other Party. Therefore, no Party shall be liable for any acts or omissions of another Party.

5. PERIOD OF PERFORMANCE: This MOA shall be effective from July 1, 2013 through June 30, 2014. This MOA shall renew automatically for one-year terms for a maximum of five years unless any Party notifies the other Parties of its intent not to renew the MOA no later than sixty (60) days prior to the expiration date. Should the funding agent of any Party fail to appropriate funds for this MOA, that Party's obligations hereunder shall cease without requirement for further financial contribution after the last day for which funding was approved.

6. MODIFICATION: This MOA shall not be modified except by the written agreement of all Parties.

7. TERMINATION: Any Party may terminate this MOA on sixty (60) days' written notice to the other Parties. In the event of termination, any obligations incurred prior to the effective termination date shall remain the responsibility of each Party. U of L shall notify the Director that the contract and the position will be terminated at the end of sixty (60) days unless funding is made available to fully fund the position.

8. CONFLICT OF INTEREST: The Parties certify, by the signatures of duly authorized representatives on this MOA, that they are legally entitled to enter into this MOA and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by the performance of this agreement.

9. RECORDS: The Parties shall maintain during this MOA, and for not less than five years from the date of its termination, complete and accurate records of all the services provided hereunder. Each Party shall allow the authorized representatives of the other Parties or of any public accounting firm selected by the other Parties, to inspect and audit those records at any reasonable time, and at the expense of the requesting Party.

10. ENTIRE AGREEMENT: This MOA is the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this MOA supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that is not embodied in this MOA. This MOA cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the Parties hereto.

11. SUCCESSORS: This MOA shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

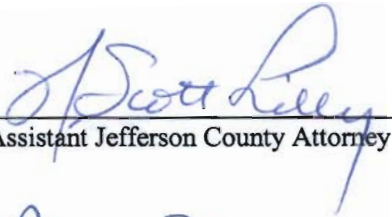
12. SEVERABILITY: If any court of competent jurisdiction holds any provision of this MOA unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this MOA. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this MOA and shall not affect any other provision hereunder.

13. COUNTERPARTS: This MOA 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.



Partnership for a Green City
Louisville

APPROVED AS TO LEGALITY AND FORM:


Assistant Jefferson County Attorney

11/25/13
Date


JCBE General Counsel

6.11.2013
Date

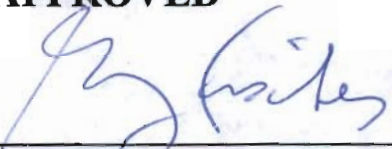
KCTCS General Counsel

Date

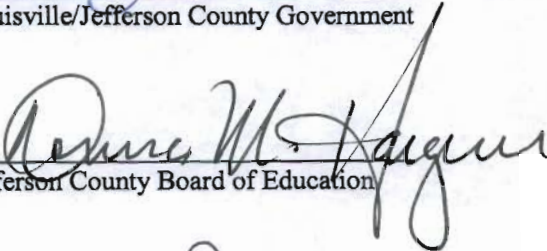

Associate University Counsel

8/5/13
Date


APPROVED


Louisville/Jefferson County Government

10/1/13
Date


Jefferson County Board of Education

6/24/13
Date


Jefferson Community & Technical College
Kentucky Community & Technical College System

7/17/13
Date


University of Louisville

8/7/13
Date