

OK AS TO FORM
K.C.B. 12.16.19



MEMORANDUM OF AGREEMENT

between the

Louisville/Jefferson County Metro Government

and

Jefferson County Board of Education

and

Jefferson Community & Technical College

and

the University of Louisville

pertaining to:

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 Schools, (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") have formed an affiliation called The Partnership for a Green City (hereinafter the "Partnership") to collaborate on activities/initiatives to improve the Parties' environmental, economic, and social dimensions of sustainability; to improve efficiencies where possible; 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 employees and to the collaborative administration of the Partnership, including the possible addition of new members.

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



1. Director and subsequent employees

(a) The Partnership for a Green City Director (hereinafter "Director") position will be located at UofL. 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, which is comprised of two members from the four initial partners, will provide daily supervision of 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 (from the Steering Committee or others within partners) to serve on the interview committee. The interview committee shall make the final decision on the candidate to be hired for the position. The interview committee will make a recommendation to the UofL Executive Vice President for Research & Innovation (EVPRI) for hiring the Director.

If other positions are needed and there is sufficient funding to hire additional personnel, the Steering Committee will interview and follow the above procedure to hire subsequent employees and/or interns in collaboration with the Director.

(b) The Director and any subsequent employees shall be employees of U of L and shall receive all benefits afforded to UofL employees in accordance with UofL's policies and procedures.

1. The Steering Committee shall establish a clear annual evaluation process for the Director in accordance with UofL Human Resource policies.
2. The Steering Committee and the Director shall establish a clear annual evaluation process for any Partnership staff in accordance with UofL Human Resource Policies, including input from each of the partner organizations. In the event of a poor evaluation, the Steering Committee will make a recommendation to the EVPRI for a performance improvement program for the Director, which could include a 30-60-90 performance improvement process or making a determination to terminate the Director's employment under UofL's HR Policies.
3. The Director will establish a clear evaluation process for any interns working with the Partnership.
4. In the absence of a Director or vacancy in the position, the Steering Committee shall work together to execute the duties of the Director.

(c) Subsequent employees and/or interns will report to the Director of the Partnership



(d) UofL shall bill each party semi-annually for a total cost not-to-exceed \$30,000 a year. That total not-to-exceed cost is equal to one-fourth of the Director's salary and fringe benefits, including operating expenses. The Parties may agree on additional budgets or expenditures, adopting an agreed not-to-exceed cost for each party. In the event that additional Parties are added as members, the per-party expenses may be adjusted and shall be specified in an amendment to this MOA which will supersede this section. If subsequent employees are added as an additional expenditure, the Parties will revise the budget by way of an amendment which will supersede this section. The Parties shall pay all invoices of the University as they relate to employment of the Director and subsequent employees as well as operating expenses.

(e) Partnership funding shall not be limited to funding by the Parties. The Director, subsequent employees, and Partnership participants will seek outside grants, philanthropy, and other funding opportunities to further the collaborative mission of the Partnership and/or fund significant projects. If and when grant funding becomes the major salary and operations mechanism (over 50% of current funding or \$60,000 a year), the Parties shall establish a minimum contribution for all participating entities, agreed to by an amendment to this MOA which will supersede this section.

2. Administrative Support: Each Party, in consultation with the Steering Committee, shall determine "in-kind" support that parties are able to offer. An example would be that UofL provides office facilities for the Director and subsequent employees, provides salary, benefits, Human Resource coverage, etc.

3. Financial management: UofL shall be responsible for payment of the salary and benefits to the Director and any subsequent employees.

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, 2019 through June 30, 2020. 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. In the event that one of the parties does not continue, the remaining parties may ask other parties to join the Partnership.

6. Modification or Addition of Partners: This MOA may be modified with the written agreement of all Parties to be an amendment to the MOA. This may occur following the Parties



offer of membership to other public or private entities who wish to pursue the common goals of the Partnership.

7. Termination: Any Party may terminate its participation in this MOA upon sixty (60) days' written notice to the other Parties.

In the event of termination of this MOA, any obligations incurred prior to the effective termination date shall remain the responsibility of each Party. In this case, UofL shall notify the Director and other employees/interns that the contract is terminated and the position(s) will be eliminated at the end of sixty (60) days unless other funding is made available to fully fund the position(s).

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 Director of the Partnership and 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. The Director and Parties 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 may be amended, modified, or supplemented in any respect 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.



APPROVED AS TO LEGALITY AND FORM:

Assistant Jefferson County Attorney

Date

David S. Carter, Acting General Counsel
JCBE General Counsel

1-7-20

Date

KCTCS General Counsel

Date

SR. Associate University Counsel

7/10/19

Date

APPROVED

Louisville/Jefferson County Government

Date

Jefferson County Public Schools

1/15/20

Date

Jefferson Community & Technical College
Kentucky Community & Technical College System

Date

University of Louisville

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WHEREAS, Metro Government, JCBE, JCTC, and UofL (hereinafter collectively the "Parties" or individually the "Party") have formed an affiliation called The Partnership for a Green City (hereinafter the "Partnership") to collaborate on activities/initiatives to improve the Parties' environmental, economic, and social dimensions of sustainability; to improve efficiencies where possible; 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 employees and to the collaborative administration of the Partnership, including the possible addition of new members.

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



1. Director and subsequent employees

(a) The Partnership for a Green City Director (hereinafter "Director") position will be located at UofL. 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, which is comprised of two members from the four initial partners, will provide daily supervision of 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 (from the Steering Committee or others within partners) to serve on the interview committee. The interview committee shall make the final decision on the candidate to be hired for the position. The interview committee will make a recommendation to the UofL Executive Vice President for Research & Innovation (EVPRI) for hiring the Director.

If other positions are needed and there is sufficient funding to hire additional personnel, the Steering Committee will interview and follow the above procedure to hire subsequent employees and/or interns in collaboration with the Director.

(b) The Director and any subsequent employees shall be employees of U of L and shall receive all benefits afforded to UofL employees in accordance with UofL's policies and procedures.

1. The Steering Committee shall establish a clear annual evaluation process for the Director in accordance with UofL Human Resource policies.
2. The Steering Committee and the Director shall establish a clear annual evaluation process for any Partnership staff in accordance with UofL Human Resource Policies, including input from each of the partner organizations. In the event of a poor evaluation, the Steering Committee will make a recommendation to the EVPRI for a performance improvement program for the Director, which could include a 30-60-90 performance improvement process or making a determination to terminate the Director's employment under UofL's HR Policies.
3. The Director will establish a clear evaluation process for any interns working with the Partnership.
4. In the absence of a Director or vacancy in the position, the Steering Committee shall work together to execute the duties of the Director.

(c) Subsequent employees and/or interns will report to the Director of the Partnership



(d) UofL shall bill each party semi-annually for a total cost not-to-exceed \$30,000 a year. That total not-to-exceed cost is equal to one-fourth of the Director's salary and fringe benefits, including operating expenses. The Parties may agree on additional budgets or expenditures, adopting an agreed not-to-exceed cost for each party. In the event that additional Parties are added as members, the per-party expenses may be adjusted and shall be specified in an amendment to this MOA which will supersede this section. If subsequent employees are added as an additional expenditure, the Parties will revise the budget by way of an amendment which will supersede this section. The Parties shall pay all invoices of the University as they relate to employment of the Director and subsequent employees as well as operating expenses.

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2. Administrative Support: Each Party, in consultation with the Steering Committee, shall determine "in-kind" support that parties are able to offer. An example would be that UofL provides office facilities for the Director and subsequent employees, provides salary, benefits, Human Resource coverage, etc.

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5. Period of Performance: This MOA shall be effective from July 1, 2019 through June 30, 2020. 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. In the event that one of the parties does not continue, the remaining parties may ask other parties to join the Partnership.

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APPROVED AS TO LEGALITY AND FORM:

Assistant Jefferson County Attorney

Date

JCBE General Counsel

Wright, Darnit, & Co., City General Counsel

1-7-20

Date

KCTCS General Counsel

Date

Associate University Counsel

Date

APPROVED

Louisville/Jefferson County Government

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[Signature]
Assistant Jefferson County Attorney

11/28/19
Date

[Signature]
Reginald, David & Cole, acting General Counsel
JCBE General Counsel

1/7/20
Date

KCTCS General Counsel

Date

Associate University Counsel

Date

APPROVED

[Signature]
Louisville/Jefferson County Government

12/2/19
Date

[Signature]
Jefferson County Public Schools

1/15/20
Date

Jefferson Community & Technical College
Kentucky Community & Technical College System

Date

University of Louisville

Date