



Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT

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Doc Description: KHLCF-JEFFERSON MEMORIAL FOREST-CITY OF LOUISVILLE	
Doc ID No: PO2 126 1300000451 1	Procurement Folder: 2577120
Procurement Type: MOA/PSC Exception	
Administered By: JAMES LAMBERT	Cited Authority: KRS45A.690(1)(D)11
Telephone: 502-573-3080	Issued By: JAMES LAMBERT

C O N T R A C T O R	LOUISVILLE METRO GOVERNMENT
	527 W JEFFERSON
	LOUISVILLE KY 40202
	US

Effective From: 2012-07-01 **Effective To:** 2016-06-30

Line	GL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Land Acquisitions		0.00		0.00000	385,000.00	385,000.00

Extended Description

For the acquisition and management of the Jefferson Memorial Forest Beauchamp and Greenwell Tracts.

B I L L T O	518860	S H I P T O	518860
	DEPT FOR NATURAL RESOURCES - VERSAILLES RD		DEPT FOR NATURAL RESOURCES - VERSAILLES RD
	375 VERSAILLES RD		375 VERSAILLES RD
	FRANKFORT KY 40601		FRANKFORT KY 40601
US	US		

Total Order Amount: 385,000.00

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MEMORANDUM OF AGREEMENT

between the

COMMONWEALTH OF KENTUCKY

**KENTUCKY HERITAGE LAND
CONSERVATION FUND BOARD**

and

LOUISVILLE METRO COUNTY GOVERNMENT

**SUBJECT: BEAUCHAMP AND GREENWELL
PROPERTIES**

JEFFERSON COUNTY

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This Memorandum of Agreement, entered into by and between the Kentucky Heritage Land Conservation Fund Board (hereinafter "KHLCFB"), for and on behalf of the Commonwealth of Kentucky, and Louisville Metro County Government (hereinafter, "Applicant"),

WITNESSETH:

WHEREAS, pursuant to KRS 146.560(1), the KHLCFB administers the Kentucky Heritage Land Conservation Fund (hereinafter "KHLCF"), established in KRS 146.570; and

WHEREAS, pursuant to KRS 146.570(3), money in the KHLCF must be used exclusively for the acquisition and management of lands as defined in KRS 146.560; and

WHEREAS, pursuant to KRS 146.570(3), lands acquired with KHLCF money must be maintained in perpetuity for the purposes set out in KRS 146.560; and

WHEREAS, 418 KAR 1:030, Section 5, 418 KAR 1:040, Section 3, and 418 KAR 1:050, Section 2, require each successful applicant, prior to receiving KHLCF money, to enter into a written memorandum of agreement with the KHLCFB which requires the applicant, at a minimum, to meet the requirements of KRS 146.550 through 146.570, 418 KAR Chapter 1, any other applicable laws of the Commonwealth of Kentucky, the application, any conservation easement pertaining to the project site, and the latest resource management plan approved by the

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KHLCFB; and

WHEREAS, on April 13, 2009, the KHLCFB awarded KHLCF money to the Applicant on its application dated February 11, 2009, (hereinafter the "Application") for three (2) parcels of property located in Jefferson County, Kentucky (hereinafter the "Project Site"); and

WHEREAS, based on subsequent events and information provided to the Board, on January 23, 2012 the Board voted to withdraw its approval of one of the three (3) parcels; and

WHEREAS, the Applicant desires to accept KHLCF money to acquire and manage the two (2) remaining parcels for the purposes set out in KRS 146.550 through 146.570 and 418 KAR Chapter 1;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the KHLCFB and Applicant hereby AGREE as follows:

1. The KHLCFB shall award to Applicant KHLCF money in the total amount of THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000), divided up as follows: TWO HUNDRED THOUSAND DOLLARS (\$200,000) shall be awarded for acquisition and management of the 30-acre Beauchamp Property referenced in the Application; and ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS shall be awarded for acquisition and management of the 28-acre Greenwell Property referenced in the Application. Any portion of the KHLCF awards not expended toward acquisition or management of the Project Site shall be returned

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to KHLCF.

2. Applicant shall have the Project Site appraised by an appraiser under contract with the Commonwealth of Kentucky, Finance and Administration Cabinet (a list of appraisers under contract to the Finance and Administration Cabinet is available upon request to the KHLCFB). All appraisal products received from appraisers shall follow the requirements outlined in the KHLCFB's "Appraisal Requirements," a copy of which is available upon request to the KHLCFB.

3. If the Project Site is estimated to cost One Hundred Thousand Dollars (\$100,000) or more, two (2) appraisals shall be conducted pursuant to Paragraph 2 above prior to purchase.

4. The Finance and Administration Cabinet has the discretion to require one (1) appraisal in addition to the appraisal(s) in Paragraphs 3 and 4. If there is a third appraisal, it shall also meet the requirements of Paragraph 3 above.

5. Prior to purchasing the Project Site, Applicant shall have it surveyed by a surveyor chosen from the list of state-approved surveyors, and the survey shall follow the requirements specified in the "Outline of Boundary Survey Procedures." Copies of the list of surveyors and Outline of Boundary Survey Procedures are available upon request to the KHLCFB.

6. Prior to purchasing the Project Site, Applicant shall submit a certified copy of all appraisals and surveys to the Director of the Division of Real Properties, Department for Facilities Management, Finance and Administration Cabinet, 3rd

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Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601.

7. KHLCF money paid to acquire the Project Site shall not exceed the fair market value as determined by the Finance and Administration Cabinet.

8. Applicant shall submit the deed, title opinion, and any other pertinent information regarding conveyance of title on the Project Site to the Division of Real Properties for review and approval prior to execution of same.

9. Applicant shall comply with:

(a)The Kentucky Model Procurement Code (KRS Chapter 45A);

(b)The Executive Branch Code of Ethics (KRS Chapter 11A);

(c)All laws relating to nondiscrimination;

(d)All laws relating to protection of the environment; and

(e)All other laws applicable to real property acquisition and the acquisition of services related to real property acquisition.

10. Applicant shall apply no less than ten percent (10%) of all funds received for acquisition of the Project Site toward management of the Project Site, in accordance with paragraph 11 of this Agreement.

11. Applicant shall manage the Project Site in accordance with:

(a)The requirements of KRS 146.550 through 146.570, 418 KAR Chapter 1, and any other applicable laws of the Commonwealth of Kentucky;

(b)The Application;

(c)The conservation easement conveyed to the Commonwealth by

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Applicant; and

(d)The most recent resource management plan pertaining to the Project Site which has been approved by the KHLCFB.

12. Applicant shall maintain the Project Site in perpetuity for the purposes set out in KRS 146.560.

13. Applicant shall comply with all requirements of KRS 146.550 through 146.570 and 418 KAR Chapter 1, including but not limited to all management, verification and reporting requirements.

14. Applicant shall not convey or encumber any interest in the Project Site without prior KHLCFB approval.

15. Applicant hereby expressly recognizes and agrees that the KHLCFB may invoke any of the remedies in 418 KAR 1:070 for the reasons set forth therein.

16. Applicant warrants that to the best of its knowledge the Project Site is not subject to outstanding subsurface rights. Any deviation from this shall be disclosed to KHLCFB by Applicant prior to disbursement of any KHLCF money to Applicant.

17. This Agreement shall not be modified except by written agreement of the parties hereto.

18. The parties certify, by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this Agreement, and that they will not be violating, either directly or indirectly, any conflict of interest statute of

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the Commonwealth of Kentucky by performance of this Agreement. Further, the parties covenant that they presently have no conflict of interest, in any manner or degree, with the performance of duties pursuant to this Agreement. The parties further covenant that in the performance of this Agreement no persons having any such conflict of interest shall be employed to manage the Project Site.

19. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, sent by First Class Mail, deemed effective upon mailing, and addressed as follows:

If to KHLCFB:

Zeb Weese

Department for Natural Resources

375 Versailles Road

Frankfort, KY 40601

Zeb.weese@ky.gov

If to Louisville Metro County Government:

Lisa Hite

Louisville Metro Parks

P. O. Box 32780

Louisville, KY 40233-7280

Lisa.hite@louisvilleky.gov

20. Either party to this Agreement may change the address at which it is to receive notices, requests, demands, waivers, and other communications, on the condition that the party first provides written notice of that change of address to the other parties.

21. This Agreement is effective for the period beginning July 1, 2012 and

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ending June 30, 2016.

22. Any legal action brought to enforce the terms of this Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

23. Either party shall have the right to terminate or cancel this Agreement for cause at any time, or without cause upon thirty (30) days written notice to the other party.

24. Termination or expiration of this Agreement shall not excuse Applicant's duty to comply with the requirements of KRS 146.550 through 146.570 and the regulations promulgated pursuant thereto.

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Reduction in Contract Worker Hours:

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The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws,

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respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

^{N/A} The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final

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determination(s) of violation(s). A list of such determination(s) is attached

The signatures below signify acceptance and approval of this Agreement.

COMMONWEALTH OF KENTUCKY

AGREED TO BY:

William H. Mentzer 10-6-12
Chairman, Kentucky Heritage Land Conservation Fund Board Date

Leonard K. Peters 11-1-12
Leonard K. Peters, Secretary Date
Energy and Environment Cabinet
APPROVED AS TO FORM AND LEGALITY:

C. Michael Haines 11.1.12
C. Michael Haines, General Counsel Date
Energy and Environment Cabinet

APPROVAL RECOMMENDED BY:

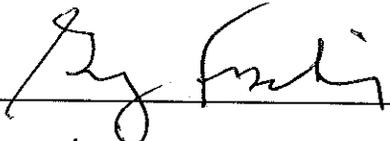
Steve Hohmann 10/26/12
Steve Hohmann, Commissioner Date
Department for Natural Resources

APPLICANT

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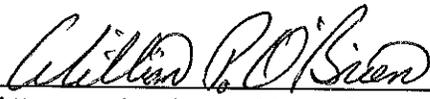
AGREED TO BY:

LOUISVILLE METRO COUNTY GOVERNMENT



By Greg Fischer, Mayor 9/28/12
Date

APPROVED AS TO FORM AND LEGALITY:



Attorney, Louisville Metro County Government 9/26/2012
Date