

Kentucky Heritage Land Conservation Fund Board Project Costs Worksheet

Louisville/Jefferson County Metro Govt		McNeely Park Gladecress Conservation Easement				
Applicant Name		Project Name				
		26.6				
		Estimated Acreage				
Date approved (OFFICE USE ONLY):		Column A	Column B	Column C	Column D =Column A+Column B+Column C	Column E
ACQUISITION COSTS		KHLCFB \$\$	OTHER FUNDING \$\$*	OTHER FUNDING \$\$*	TOTAL \$\$	OF OTHER FUNDING*
1	Cost of option				0.00	
2	Purchase price of land (excluding option)	0.00	0.00	0.00	0.00	
3	Cost of map(s), certified survey(s) and review	20,000.00	0.00	0.00	20,000.00	
4	Cost of appraisals and review	5,000.00	0.00	0.00	5,000.00	
5	Cost of title opinion(s) and insurance	5,000.00	0.00	0.00	5,000.00	
6	Cost of environmental audit(s), inspection(s) and remediation	0.00	0.00	0.00	0.00	
7	Other administrative costs. Specify.	0.00	0.00	0.00	0.00	
8	Other administrative costs. Specify.	0.00	0.00	0.00	0.00	
9	TOTAL ACQUISITION COSTS** (Total lines 1-8 in each column)	30,000.00	0.00	0.00	30,000.00	
MANAGEMENT COSTS						
Phase I						
10	Biological inventory	0.00	0.00	0.00	0.00	
11	Archaeological inventory	0.00	0.00	0.00	0.00	
12	Security (fencing and gates)	0.00	0.00	0.00	0.00	
13	Boundary marking	0.00	0.00	0.00	0.00	
Phase II (disbursed after FRMP approval)						
14	Habitat mgmt: invasive species control	0.00	0.00	0.00	0.00	
15	Habitat mgmt: reforestation	0.00	0.00	0.00	0.00	
16	Habitat mgmt: prescribed fire	0.00	0.00	0.00	0.00	
17	Habitat mgmt: grassland mgmt	0.00	0.00	0.00	0.00	
18	Other habitat mgmt: (specify here)	0.00	0.00	0.00	0.00	
Phase III (disbursed after confirmation of Phase II)						
19	Trail design/construction	0.00	0.00	0.00	0.00	
20	Trail maintainance	0.00	0.00	0.00	0.00	
21	Signage	0.00	0.00	0.00	0.00	
22	Other mgmt: (specify here)	0.00	0.00	0.00	0.00	
23	TOTAL MANAGEMENT COSTS (Total lines 10-22 in each column)	0.00	0.00	0.00	0.00	
24	TOTAL PROJECT COSTS (Total Line 9 + Line 23 in each column)	30,000.00	0.00	0.00	30,000.00	

Totals in columns A, B and D shall equal amounts shown under Project Costs on Page 2 of application

* Documentation of assurances of receiving funding from specific sources shall be attached. On nonprofit applications Column B shall be reserved for the \$1 for \$1 match to be placed in escrow at the direction of the KHLCF.

** Acquisition Costs shall be estimated using best available information; this worksheet represents the maximum amount the KHLCF Board may provide; actual funding amount is dependant on subsequent appraisals and may be lower than this number. Contact the KHLCF office for more details.

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 2 of 12
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Memorandum of Agreement Terms and Conditions

Revised May 2016

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Energy and Environment Cabinet, Kentucky Heritage Land Conservation Fund Board ("the Commonwealth") and Louisville/Jefferson County Metro Government ("the Contractor") to establish an agreement for activities related to the McNeely Lake Park Glade Complex, Jefferson County. This agreement is being made effective pursuant the award by Kentucky Heritage Land Conservation Fund Board on May 15, 2017. The initial MOA is effective from August 16, 2017 through June 30, 2020.

Scope of Services:

The Louisville/Jefferson County Metro Government shall undertake activities related to the McNeely Lake Park Glade Complex, Jefferson County as outlined in Attachment A, Scope of Work or Service.

Notifications

All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and sent to the following:

Bennett Knox
Louisville/Jefferson County Metro Government
11311 Mitchell Hill Road
Fairdale, KY 40118
Bennett.knox@louisvilleky.gov
32-0049006

Stephanie Ellis
KHLCF
801 Teton Trail
Frankfort, KY 40601
Stephanie.ellis@Ky.gov

Pricing:

The Energy and Environment Cabinet, Kentucky State Nature Preserves, Kentucky Heritage Land Conservation Fund Board, shall reimburse Louisville/Jefferson County Metro Government up to \$30,000.00 for services and activities related to the McNeely Lake Conservation Easement, Jefferson County.

Cancellation clause:

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

Funding Out Provision:

The state agency may terminate this agreement 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 agreement. The

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 3 of 12
------------	--------------------------------	--	------------------------

state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

Reduction in Contract Worker Hours:

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 agreement 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(8) and (10), 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

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 agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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 and all subcontractors performing work under the agreement 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, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s)

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 4 of 12
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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 and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

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 determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, I state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 5 of 12
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3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 6 of 12
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Attachment A

Scope of Work or Service

Louisville/Jefferson County Metro Government

For the

McNeely Lake Park Glade Complex, Jefferson County

The Kentucky Energy and Environment Cabinet, Kentucky Heritage Land Conservation Fund Board shall reimburse Louisville/Jefferson County Metro Government up to \$30,000.00 for the following activities related to the McNeely Lake Park Glade Complex, Jefferson County.

SCOPE OF WORK OR SERVICE

1. The KHLCFB shall award to Applicant KHLCF money in the total amount of THIRTY THOUSAND DOLLARS (\$30,000.00). Applicant shall apply the entire award toward establishment of conservation easement of the 26-acre tract referenced in the Application. Any portion of the KHLCF award not expended toward acquisition of the Project Site shall be returned to KHLCF.

2. Applicant shall have the Project Site appraised by an appraiser under contract with the Commonwealth of Kentucky, Finance and Administration Cabinet (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 Two Hundred Thousand Dollars (\$200,000) or more, two (2) appraisals shall be conducted pursuant to Paragraph 2 above prior to purchase.

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 7 of 12
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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. Applicant shall adhere to the following timeline in order to be in compliance with this Agreement:

(a) Title work on the Project Site shall be initiated within ten (10) days, of executed MOA and completed within sixty (60) days.

(b) Appraisal work on the Project Site shall be initiated within ten (10) days of executed MOA and completed within sixty (60) days.

(c) A survey of the Project Site shall be initiated within ten (10) days of Finance Cabinet authorization and completed within ninety (90) days.

(d) If Applicant fails to meet any of the deadlines set forth in paragraphs (a) through (c) of this section, Applicant shall submit a written evidence of factors that prevented completion in a timely manner for evaluation.

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

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

9. Applicant shall submit the deed, title opinion, and any other pertinent information

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 8 of 12
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regarding conveyance of title on the Project Site to the Division of Real Properties for review and approval prior to execution of same.

10. Applicant shall comply with:

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

(b) All applicable federal, state, county and local laws and ordinances pertaining to ethical conduct;

(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.

11. 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 12 of this Agreement.

12. 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 Applicant; and

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

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

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 9 of 12
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14. 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.

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

16. 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.

17. 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.

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

19. 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 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.

20. 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:

Stephanie Ellis
KHLCF
801 Teton Trail
Frankfort, KY 40601

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 10 of 12
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Stephanie.ellis@Ky.gov

If to Applicant:

Bennett Knox
Louisville/Jefferson County Metro Government
11311 Mitchell Hill Road
Fairdale, KY 40118
Bennett.knox@louisvilleky.gov

21. 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.

22. This Agreement is effective for the period beginning August 16, 2017 and ending June 30, 2020.

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

24. 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.

25. 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.

TIMELINE FOR ACTIVITIES

Louisville/Jefferson County Metro Government shall accomplish the tasks stated in the scope of work or service above by timeline(s) and fiscal year(s) listed below shall serve as the schedule for completion:

PO2 is valid from August 16, 2017 to June 30, 2020

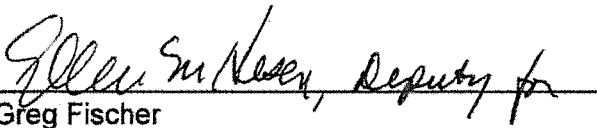
1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 11 of 12
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Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

AGREED TO BY:

Louisville/Jefferson County Metro Government:


8/17/17

 Greg Fischer Date
 Mayor

Kentucky Heritage Land Conservation Fund Board:

 Richard Kessler Date
 Chairman

ENERGY AND ENVIRONMENT CABINET:


 Charles G. Snavely, Secretary Date

APPROVED AS TO FORM AND LEGALITY FOR ENERGY AND ENVIRONMENT CABINET:

 Anna Girard Fletcher, Staff Attorney Date
 Office of General Counsel

APPROVED AS TO FORM AND LEGALITY FOR Louisville/Jefferson County Metro Government:

1700005603	Document Phase Draft	Document Description Louisville Metro-McNeely Lake CE-Jefferson Co	Page 12 of 12
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Attorney

8.6.17

Date