

**MEMORANDUM OF AGREEMENT
BETWEEN**

Louisville/Jefferson County Metro Government

AND

The Commonwealth of Kentucky, acting by and through its Kentucky State Fair Board

AND

**The Louisville and Jefferson County
Visitors and Convention
Commission d/b/a Louisville Tourism**

THIS AGREEMENT, made and entered into as of this 11th of November, 2019 by and between Louisville/Jefferson County Metro Government, acting by and through its Department of Public Works and Assets (hereinafter referred to as "Metro"), the Commonwealth of Kentucky, acting by and through its Kentucky State Fair Board ("Fair Board") and the Louisville and Jefferson County Visitors and Convention Commission d/b/a Louisville Tourism ("Louisville Tourism").

WITNESSETH:

Whereas, the Phillips Lane Walkability Study ("Study") was conducted in partnership with Center for Neighborhoods, the Louisville Metro Council, Louisville Tourism, area businesses and neighbors in April 2014 and highlighted opportunities for improvement and provided recommendations in the areas of connectivity, ADA compliance, lighting, and quality of life elements along Phillips Lane;

Whereas, the Study was a catalyst for the parties to seek promotion of safe and pleasant mobility along Phillips Lane in the vicinity of the Kentucky State Fair and Exposition Center through this sidewalk improvement project (hereinafter referred to as "the Project");

Whereas, the parties believe, further, that endeavoring to pursue upgrades to lighting, landscaping and further pedestrian accommodations are critical to safe mobility along this road segment;

Whereas, the Fair Board and Louisville Tourism have agreed to provide funding to Metro for the Project;

Whereas, the parties wish to enter an agreement whereby Metro shall perform the work for the Project;

Now therefore, in consideration of the mutual promises and covenants contained herein, it is mutually understood and agreed by the parties as follows:

A. Scope and Payment:

- 1. Metro agrees to perform the services described as follows:**

- a) Assign staff to serve on the project team;
- b) Will work with the other parties hereto to provide guidance on all potential safe mobility enhancements including but not limited to lighting and landscaping;;
- c) Provide guidance regrading AASHTO, NACTO, MUTCD, and other transportation related standards;
- d) Provide maintenance and operations of the Project upon completion;
- e) Operate and maintain the Project at Metro's cost after construction;
- f) Procure design services for the Project;
- g) Procure contractor for the construction/implementation of the Project;
- h) Manage the design and construction/implementation of the Project;
- i) Include Metro staff as part of the Project Team;
- j) Provide the Fair Board and Louisville Tourism periodic updates regarding the Project;
- k) Allow the Fair Board and Louisville tourism opportunities for review and input regarding the Project;

2. The Fair Board agrees to provide funding as follows in the amount of **ONE HUNDRED FIFTY TWO THOUSAND DOLLARS (\$152,000.00)** to be paid within thirty (30) days of the execution of this Agreement.

3. Louisville Tourism agrees to provide funding as follows in the amount of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)** to be paid within thirty (30) days of the execution of this Agreement.

4. Metro shall, subject to approval of its Louisville Metro Council, provide funding in the amount of **SEVENTY THREE THOUSAND DOLLARS (\$73,000.00)** to be spent exclusively for completion of the Project.

4. Upon completion of the Project, Metro shall provide the other parties with a detailed report of the Project's cost in a form mutually agreed upon by each party hereto. If the costs of the Project are less than the total amounts for same as herein allocated, Metro shall refund to each party its proportional share of that party's contribution or, in the alternative and subject to the written agreement of the parties, use those remaining funds to perform further improvements which may include but not be limited to landscaping and/or lighting. If costs for the Project are estimated to exceed total amount of contributions to be made hereunder, the parties shall endeavor to allocate further funding or, in the alternative, Metro shall amend the scope of the Project as agreed to among the parties, whose consent shall not be unreasonably withheld.

B. Conflict of Interest: The parties certify, by the signatures of duly authorized representatives on this Agreement, that they are legally entitled to enter into this Agreement 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.

C. Entire Agreement: This Agreement is the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement 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 Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

D. Successors: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

E. Severability: If any 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 hereunder.

F. 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.

G. Term and Termination: This Agreement shall begin on the Effective Date and shall end when the obligations to be performed hereunder have been completed. This Agreement may be amended only by written instrument executed by all of the parties hereto.


WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:


MICHAEL J. O'CONNEL
JEFFERSON COUNTY ATTORNEY

Date: 11/6/19

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


VANESSA BURNS
DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND ASSETS

Date: 11/11/19

THE COMMONWEALTH OF KENTUCKY

By: 

Title: President & CEO, Kentucky Venues

Date: 11-1-19

THE LOUISVILLE AND JEFFERSON
COUNTY VISITORS AND CONVENTION
COMMISSION D/B/A LOUISVILLE
TOURISM

By: 

Title: Pres & CEO,

Date: 11-10-19