

Jefferson County Public Schools

And

TreesLouisville, Inc.

AMENDMENT TO MEMORANDUM OF UNDERSTANDING

The Amendment ("Amendment") to the Memorandum of Understanding effective as of November 1, 2015 and amended as of November 1, 2016 (the "Agreement") is made and entered into as of October 25, 2017 by and between the Board of Education of Jefferson County, Kentucky (hereinafter "Board") and TreesLouisville, Inc. (hereinafter "TreesLouisville").

Whereas, this Amendment is being entered into for the purpose of amending the terms of the Agreement and

Whereas, the parties hereto desire to change the terms of the Agreement as follows:

1. 3.0 of the Agreement shall be amended so that as amended, it shall read as follows:

3.01 This Memorandum will be in effect from November 1, 2017 until October 21, 2022 and may be updated and/or extended at any time through written agreement of each partner.

2. Except as expressly revised hereby, all other terms and conditions of the Agreement remain unchanged.

TreesLouisville, Inc.

*Cynthia Sullivan*

Executive Director, TreesLouisville, Inc.

Date

4 October 2017

Jefferson County Board of Education d/b/a Jefferson County Public Schools

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Date

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Jefferson County Public Schools

And

TreesLouisville, Inc.

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment ("Amendment") to the Memorandum of Agreement (the "Agreement") is made and entered into as of October 26, 2016 by and between the Board of Education of Jefferson County, Kentucky (hereinafter "Board") and TreesLouisville, Inc. (hereinafter TreesLouisville).

Whereas, this Amendment is being entered into for the purpose of amending the terms of that certain Agreement dated November 1, 2015 between TreesLouisville and the Board, and

Whereas, the parties hereto desire to change the terms of the Agreement as described below.

Now, Therefore, in consideration of the mutual premises and covenants of the parties hereto, the parties hereto do mutually covenant and agree as follows:

1. 3.0 of the Agreement shall be amended so that as amended, it shall read as follows:  
  
3.01 This Memorandum will be in effect from November 1, 2016 until October 31, 2017 and may be updated and/or extended at any time through written agreement of each partner.
2. Except as expressly revised hereby, all other terms and conditions of the Agreement remain unchanged.

TreesLouisville, Inc.

*Condi Sullivan*

Executive Director, TreesLouisville, Inc.

Date *12 October 2016*

Jefferson County Public Schools

*Donna M. Hargens*

Dr. Donna M. Hargens, Superintendent

Date *10/26/16*

## MEMORANDUM OF UNDERSTANDING

between

TreesLouisville, Inc.

and

Jefferson County Board of Education

This **MEMORANDUM OF UNDERSTANDING** (the "Memorandum") by and between TreesLouisville, Inc. ("TLI"), located at 1700 Cherokee Road Louisville, KY 40205, and Jefferson County Board of Education dba Jefferson County Public Schools ("JCPS"), located at 3332 Newburg Road, Louisville, KY 40232, shall set forth the expressed intentions of the parties related to the project described herein.

### 1.0 PURPOSE

1.1 TLI has initiated a partnership with JCPS to create mini arboreta across the Louisville community per the Campus Tree Canopy Enhancement Program. TLI will select, fund and contract the planting of trees of a diverse selection of species, the majority of which will be significant landscape size on school properties with priority given to areas targeted by the 2015 Urban Tree Canopy Assessment.

1.02 There are four major areas of focus for the plantings: existing walking paths that are used by students, teachers, and neighborhood residents, playgrounds and parking lots including those areas that have a direct impact on the health of students. This also includes areas that will create learning environments with connections to the natural world by providing ecosystem services of air quality improvement, storm water management, wildlife habitat, and noise level reduction. Another area that will be targeted for smaller sized tree plantings are the naturalized areas, or no mow zones considered urban reforestation sites which help reduce emissions from mowing and help combat the urban heat island effect.

1.03 Procurement, transport, planting, staking, and initial mulch application will be provided by TLI from private donations and Foundation grants. The total value of the trees and all the work provided by TLI to JCPS for this project is valued at \$685,000.

1.04 Any damage or loss of trees is the sole responsibility of JCPS. The decision whether to replace or remove any damaged or lost tree shall be at the sole discretion of JCPS.

### 2.0 COOPERATION

2.01 The activities and services for the proposed Project are anticipated to include the following responsibilities or obligations to be performed by the respective parties as identified below:

2.01.1 TLI will prepare planting plans for the school and district properties chosen for the Project for the current 2015-16 school year to be reviewed and approved by JCPS prior to any work on the Project.



2.01.02 TLI will provide training to JCPS personnel to ensure the proper care of trees for the long term.

2.01.03 TLI will engage in outreach and education to parents, teachers and students.

2.01.4 JCPS will assign a key staff person for the Project as a principal point of contact.

2.01.5 TLI shall require its landscape designers, planners and contract planners to maintain appropriate insurance coverage for the work that they will perform on JCPS property for the Project.

2.01.06 JCPS will ensure ready access for insured landscape designers, planners, and contract planners on school and district property.

2.01.07 TLI will require its insured landscape designers, planners and contract planners to comply with applicable JCPS policies and procedures for volunteers and visitors entering JCPS facilities. JCPS will assist TLI and its insured landscape designers, planners and contract planners with the interpretation of and compliance with such policies and procedures.

2.01.08 JCPS will provide ongoing maintenance including regular watering of trees with particular emphasis on the first and second growing season of March through September, mulching, protection from mowers and weed eaters, and pruning as needed.

### **3.0 DURATION OF THE MEMORANDUM OF UNDERSTANDING**

3.01 This Memorandum will be in effect from November 1, 2015 until October 31, 2016 and may be updated and/or extended at any time through written agreement of each partner.

### **4.0 DAMAGES OR LOSS OF EQUIPMENT**

4.01 Any loss of trees or JCPS equipment is the sole responsibility of the JCPS.

### **5.0 TERMINATION**

5.01 This Memorandum may be terminated immediately by either TLI or JCPS upon thirty (30) day's written notice to the other party for its failure to cure a material breach of this Memorandum. This Memorandum may be terminated immediately by JCPS should the funding provided to TLI be withdrawn, rescinded or otherwise cancelled beyond the control of TLI.

5.02 TLI represents to JCPS that as of date of signing this Memorandum, TLI has no reason to believe funding will be withdrawn, rescinded, or cancelled.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum as of the date of signing by both parties.

**TreesLouisville, Inc.:**

Cynthia A. McVain, Executive Director

TreesLouisville, Inc.

14 Oct 2015  
Date

**Jefferson County Public Schools ("JCPSS"):**

Donna M. Hargens  
Dr. Donna M. Hargens, Superintendent

10/26/15  
Date

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