

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 P.O. Box 5618, Louisville, KY 40255, 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

1.01 TLI has initiated a partnership with JCPS to create mini arboreta across the Louisville community per the Campus Tree Canopy Enhancement Program. TL 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 identified as low canopy 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 2022-2023 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.
- 2.01.04 JCPS will assign a key staff person for the Project as a principal point of contact.
- 2.01.05 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 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 March 1, 2023 until February 28, 2024 and may be updated and/or extended at any time through written agreement of each partner. This memorandum shall automatically renew for up to four successive one year periods, terminating February 28, 2028, subject to the provision below regarding non-renewal.

4.0 DAMAGES OR LOSS OF EQUIPMENT

4.01 Any loss of trees or JCPS equipment is the sole responsibility of 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 canceled beyond the control of TLI. Either party may terminate this memorandum by providing notice in writing no less than thirty days prior to the renewal date of the party's intent not to renew.

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TLI represents to JCPS that as of the date of signing this Memorandum, TLI has no reason to believe funding will be withdrawn, rescinded, or canceled.

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

TreesLouisville, Inc.:

Audi Sullivan

15 February 2023

Date

Jefferson County Public Schools ("JCPS"):

Dr. Marty Pollio, Superintendent

Date