

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, entered into by and among the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through **LOUISVILLE PARKS AND RECREATION**, 1297 Trevilian Way, Louisville, Kentucky 40213 (hereinafter referred to as the "CITY"), and the **JEFFERSON COUNTY BOARD OF EDUCATION** operating as **JEFFERSON COUNTY PUBLIC SCHOOLS**, 3332 Newburg Road, Louisville, Kentucky 40218 (hereinafter referred to as "JCPS"), this \_\_\_\_ day of \_\_\_\_\_ 2025.

**WITNESSETH:**

**WHEREAS**, JCPS owns property located at 3809 Klondike Lane, Louisville, Kentucky, 40218;

**WHEREAS** the City, in conjunction with JCPS, has developed a park (Klondike Park) for public use at 3809 Klondike Lane, Louisville, Kentucky 40218;

**WHEREAS**, the City has contributed playground equipment, paving, landscaping, and fencing at Klondike Park and wishes to provide ongoing maintenance and major repairs to Klondike Park; and

**WHEREAS**, JCPS wishes to allow public use of Klondike Park.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**I. SCOPE OF AGREEMENT**

**A. Duties of the City**

1. The City shall provide park amenities, as listed in **Exhibit A**, attached hereto.
2. The City shall inspect the park amenities listed in **Exhibit A** on a monthly basis for repair and maintenance. The City may replace or provide improvements to amenities listed in **Exhibit A** with prior approval from the JCPS Operations Department

3. The City will provide routine park maintenance at Klondike Park, to include mowing, landscaping and trash pick up to the areas described in the attached **Exhibit B**.

**B. Duties of JCPS:**

1. JCPS shall provide the site for Klondike Park and allow it to be used as a Louisville Parks and Recreation public park. A diagram of said site is attached hereto as **Exhibit B**.

2. JCPS shall immediately notify the City of any hazardous conditions that exist with the Klondike Park amenities listed in **Exhibit A**.

3. JCPS shall permit the City to enter into Klondike Park to inspect, maintain and repair amenities provided by the City, including refuse pick up, landscaping, and mowing.

C. The parties agree that the consideration for this Agreement is the mutual desire to provide a public park at the Klondike Lane location.

**II. Fees and Compensation**

There shall be no fees or compensation owed by either party in association with this Agreement.

**III. Duration and Termination**

A. This agreement shall take effect upon its execution and shall continue through and including June 30, 2026. This agreement shall automatically renew for subsequent twelve month periods unless either party provides written notice at least 30 days prior to the renewal of an intent to terminate the agreement.

B. This agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement, or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. This agreement may also be terminated by submitting thirty (30) days' written notice to the non-terminating Parties of such decision to terminate.

#### **IV. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

#### **V. 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 are 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.

#### **VI. Successors**

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

#### **VII. 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.

#### **VIII. 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.

#### **IX. Calculation of time**

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Metro Government is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

#### **X. Captions**

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

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

JEFFERSON COUNTY BOARD OF EDUCATION  
By and through Jefferson County Public Schools

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Dr. H. Brian Yearwood  
Superintendent

Date: \_\_\_\_\_

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT  
By and through Louisville Parks and Recreation

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Jason T. Canuel  
Director, Metro Parks

Date: \_\_\_\_\_

Approved as to Form:

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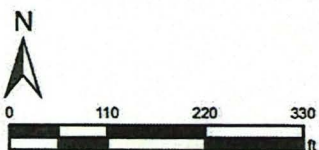
Assistant County Attorney

# Exhibit A

Klondike Park Amenities maintained by Louisville/Jefferson County Metro Government, acting  
by and through Louisville Parks and Recreation

1. Grass
2. Trees
3. Fencing
4. Walking path
5. Sport courts
6. Playground equipment
7. Mulch
8. Garbage cans





# Klondike Park

Monday, June 2, 2025 | 10:41 AM

EXHIBIT B



LOJIC © 2025

This map is not a legal document and should only be used for general reference and identification.