

O-127-23

Louisville Metro Council City Agency Request

- Neighborhood Development Fund (NDF)
- Capital Infrastructure Fund (CIF)
- Municipal Aid Program (MAP)
- Paving Fund (PAV)

Primary Sponsor: Councilwoman Betsy Ruhe

Amount: \$9,675

Date: 5/11/2023

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):

Funding to Brightside for tree maintenance for three years of 45 trees planted in the public right-of-way by Louisville Grows as part of the Southend Beautification Campaign effort in 2023.

Cost of maintenance is \$215 per tree.

City Agency: Brightside

Contact Person: Lorri Roberts

Agency Phone: 502-574-4167

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose and have the attached documentation from the receiving department concerning the project/expenditure.

 21
 District #


 Council Member Signature

 \$9,675
 Amount

 5/12/23
 Date

Approved by: _____
 Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: O-127-23 To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

Actual Cost: _____ Funds Returned: _____

NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

Interagency Name: Brightside	
Program/Project Name: Southend Beautification Campaign Tree Maintenance or ROW Trees 2023	
	Yes/No/NA
Request Form: Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes
Request Form: If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA
Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA
Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA
Funding Source: If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	NA
Funding Source: If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	NA
Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	Yes
Ordinance Required: Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	No
Supporting Documentation: Does the attachment include a valid estimate and description of cost?	Yes

Submitted by: Rebecca Katz District 21 Legislative Aide**Date:** 5/12/23

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, is executed by **OPERATION BRIGHTSIDE**, herein referred to as “**BRIGHTSIDE**”, and **LOUISVILLE GROWS, INC.**, [1641 Portland Ave, Louisville, KY 40203], herein referred to as “**LOUISVILLE GROWS**”,

W I T N E S S E T H:

WHEREAS, both parties are undertaking obligations regarding enhancement of the Louisville Tree Canopy by the planting and maintenance of trees in Louisville; and

WHEREAS, the parties wish set forth in writing the specifications of their agreement regarding the maintenance of same;

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

I. SCOPE OF WORK

A. Brightside shall:

1. Brightside shall assume care and maintenance of all trees planted in the median/right-of-way (approximately 45 trees,) with addresses provided and planted by Louisville Grows, for a period of three years as per the recommendation of the Louisville Urban Forestry Coordinator. Said recommendations include weekly watering from mid-May to mid-September in year 1; bi-weekly watering and pruning from mid- April to mid-September in year 2; watering and pruning as needed every four weeks from mid-April to mid-September in year 3.

2. Brightside is at no time responsible for the replacement of lost or damaged trees within this three-year maintenance period.

3. Metro Council District 21 shall compensate Brightside for each approved tree in the maximum amount of Nine Thousand Six Hundred Seventy-

five dollars (\$215 per tree.) Said sum to be due and payable to Brightside upon satisfactory completion of the work as verified by MSD inspectors and implementation of the maintenance plan beginning in year 1.

B. Louisville Grows shall:

1. Be responsible for sourcing, delivering, and planting each tree funded by the MSD Urban Reforestation Grant 2023 in Metro Council District 21.
2. Provide Brightside with a list denoting the location, species, and caliper size of each tree.
3. Replace any trees that die for three years from planting.

C. The parties agree that the consideration for this Agreement is the mission of each entity to ensure environmental benefits for Louisville Metro and the work to be performed by each toward that end.

II. FEES AND COMPENSATION

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

III. DURATION

A. This Agreement shall begin [May 12, 2023] and shall end [May 12, 2023] and may be extended upon written agreement of the parties.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. 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.

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, Association 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.

OPERATION BRIGHTSIDE, INC.



By: Lorri Roberts

Title: Director

Date: 5/11/2023

LOUISVILLE GROWS, INC.

Lisa Dettlinger

By: Lisa Dettlinger

Title: Executive Director

Date: 5/12/2023

Brightside - MOU with Louisville Grows Inc 031521.doc [pr]

Katz, Rebecca

From: Roberts, Lorri
Sent: Thursday, May 11, 2023 3:47 PM
To: Katz, Rebecca
Cc: Ruhe, Betsy; Lisa Dettlinger
Subject: Re: ROW Trees Maintenance

We will, thank you!

Thank you,
Lorri Roberts
Director - Brightside

Louisville Forward
444 S Fifth Street; Suite 200
Louisville, KY 40202
Office: [\(502\) 574-4167](tel:5025744167)
Cell: [\(502\) 528-0084](tel:5025280084)
Lorri.roberts@louisvilleky.gov

From: Katz, Rebecca <rebecca.katz@louisvilleky.gov>
Sent: Thursday, May 11, 2023 3:39:39 PM
To: Roberts, Lorri <Lorri.Roberts@louisvilleky.gov>
Cc: Ruhe, Betsy <Betsy.Ruhe@louisvilleky.gov>; Lisa Dettlinger <director@louisvillegrows.org>
Subject: ROW Trees Maintenance

Director Roberts,

Will you accept the funds to Brightside from District 21 NDF in the amount of \$9,675 for care and maintenance of all trees planted in the median/right-of-way?

Gratefully,
Rebecca



Rebecca Katz | Legislative Aide
Office of District 21 Councilwoman Betsy Ruhe
City Hall | 601 W. Jefferson St. | 3rd Floor
Office: (502) 574-1121

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