

**WEST COUNTY COMMUNITY TASK FORCE
MEETING MINUTES
June 16, 1998**

Meeting was held at the Louisville Urban League with Arnita Gadson facilitating. The meeting began at 7:11 p.m.

ITEM: Memorandum of Understanding among the West County Community Task Force, the University of Louisville, and the Commonwealth of Kentucky

ACTION: Arnita read throughout the Memorandum of Understanding (MOU) and received comments and suggested revisions to the draft. Overall, the Task Force members were concerned that the West County Community Involvement Project Task Force was not well represented in the MOU. The Task Force members at the meeting authorized Arnita, Jonathan Miller, and Art Williams to revise the document before submitting it to the state.

The following changes were made:

Page 1 first paragraph (*Italics reflect revisions*):

“THIS MEMORANDUM OF UNDERSTANDING (the Memorandum) is made and entered into this ____ day of _____, 1998, by and among: (1) the FINANCE AND ADMINISTRATION CABINET, a governmental agency of the Commonwealth of Kentucky, with address at 383 Capitol Annex, Frankfort, Kentucky 40601, herein known as “Cabinet;” (2) the UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION, a university of the Commonwealth of Kentucky with address at Jouett Hall, University of Louisville, Louisville, Kentucky 40292, herein known as “University,” *on behalf of the West County Community Involvement Project Task Force, herein known as “West County Task Force.”*

Page 1, second paragraph under “WITNESSETH”

“WHEREAS, one of the local grant program projects authorized in House Bill 321 is described as follows: Air Toxic Monitoring and Environmental Justice Program for West Louisville, *herein know as “Project;”*

Page 1, fourth paragraph under “WITNESSETH”

“WHEREAS, the University has agreed to serve as the recipient of the Project grant money from the Cabinet as provided in House Bill 321 under the terms and conditions enumerated herein, and to provide assistance in establishing an air toxic monitoring network in *the areas of west Louisville and western Jefferson County, Kentucky, of concern to the West County Task Force*, the analytical capacity within the University to assess monitored air quality, and to continue the University’s support of the West County Task Force;”

Section 1 “OBLIGATIONS OF THE CABINET”

A. The Cabinet shall pay to the University on a reimbursable basis not to exceed the total grant sum of three hundred thousand dollars (\$300,000), which represents the sums allocated for the project by the General Assembly. This sum will be available in equal amounts of one hundred fifty thousand dollars (\$150,000) at the beginning of state fiscal years 1999 and 2000. The University shall make full payment for the cost of equipment and provide full documentation for its payment before submitting a request for reimbursement of eligible Project costs. Eligible project costs are identified in Appendix A, which is attached hereto and made a part hereof. Requests for reimbursement of operating and personnel shall be made on a quarterly basis. *If other monies are obtained to support the West County Task Force, the monies specified in Appendix A for the West County Task Force shall be reallocated within the Project.*

Section 2 “OBLIGATIONS OF THE UNIVERSITY”

E. *The University shall cooperate fully with the Cabinet and the West County Task Force to facilitate and fulfill the obligations set out in this Memorandum. Such cooperation shall include, but not be limited to, the following:*

- (1) The University shall act in all matters related to the expenditure of these funds with the advice and consent of the West County Task Force.*
- (2) The use of, and purpose for, the equipment and analytical capacity of the University acquired or established pursuant to this Memorandum, shall have as its highest priority of use the accomplishment of the purposes of the Project, regardless of the termination or cancellation of this Memorandum.*
- (3) The University shall waive all indirect costs to which it may otherwise be entitled and shall make the entire amount of these funds available to support the purposes of the Project.*
- (4) The University shall promptly make available to the West County Task Force, on request, copies of all records relating to the Project.*

Section 3 “MUTUALITY OF OBLIGATIONS”

E. The parties may cancel the agreement at any time for cause, or may cancel without cause upon thirty (30) days written notice. In the event of termination without cause, the Cabinet shall reimburse the University for all authorized expenditures incurred up to and including the day the University received written notice of the cancellation, and shall pay any sums withheld under Section 1(A) to the University. *It is the intent of the parties that in the event of termination or cancellation of this Memorandum, the Project shall continue. The parties shall cooperate to identify a party to fulfill the University’s obligations. Funds remaining in this event shall be carried over until a replacement Memorandum has been duly executed.*

Section 5 “MISCELLANEOUS PROVISIONS”

F. All notices, requests, demands, waivers, and other communications given as provided in this Memorandum shall be in writing, and shall be addressed as follows:

If to the Cabinet--	Finance and Administration Cabinet
	Office of the Secretary

Room 383, Capitol Annex
Frankfort, KY 40601
Attn: Mark Board

If to the University--

University of Louisville Research Foundation, Inc.
Jouett Hall, University of Louisville
Louisville, KY 40292
Attn: Russell Barnett

*If to the West County
Task Force--*

*West County Environmental Information Center
1015 W. Chestnut Street
KPPC, University of Louisville
Louisville, KY 40203
Attn: Arnita Gadson*

ITEM: Community Forum Meeting

ACTION: The community-wide meeting to inform residents of WCTF Action Agenda items that have been accomplished, plus what is upcoming will be held in August. *NOTE: Due to an EPA Region 4 request, the community meeting will be held July 30 at 7:00 p.m. at Shawnee High School's large auditorium.*

ITEM: Rubbertown Homepage

ACTION: Bob Bottom announced a correction to the URL (Web address) for the Rubbertown Homepage he has uploaded. The correct URL is <http://members.aol.com/Ecotopic/Rubbertown.html>. The site contains the History of Rubbertown, Toxic Release Inventory, Maps, Photos, and Links to Environmental Sites. The minutes' recorder apologizes to Mr. Bottom for the mistake and any inconvenience it may have caused.

Meeting was adjourned at 9:08 p.m.

Respectfully submitted,

Patricia Longfellow