

TARC BOARD OF DIRECTORS MEETING



Special Meeting Notice:

Pursuant to KRS 61.823, the TARC Board of Directors will hold a special meeting regarding Resolution 2023-33 and next steps in Executive Director Search.

This special meeting will be held at:

**TARC's Headquarters, Board Room
1000 W. Broadway, Louisville, KY 40203**

Wednesday, November 29, 2023 at Noon.

This meeting is also being held via teleconference as permitted by KRS 61.826.

Members of the public and/or TARC staff may watch a livestream of the meeting by going to www.facebook.com/ridetarc; the livestream will be at the top of the page; No Facebook account is needed. Public comments may be submitted in the chat feature, please include your name in the chat.

Pursuant to the Americans with Disabilities Act, persons with a disability may request a reasonable accommodation for assistance with the meeting or meeting materials. Please contact Stephanie Isaacs at 502.561.5103. Requests made as early as possible will allow time to arrange accommodation.

TARC BOARD OF DIRECTORS MEETING



Agenda – November 29, 2023

I.	Quorum Call/Call to Order	Chair Ted Smith	Noon
II.	Action Items Resolution 2023-33 Agreement	Chair Ted Smith	12:05
III.	Discussion Next Steps in Executive Director Search	Chair Ted Smith	12:15
IV.	Adjourn	Chair Ted Smith	12:30



MEMORANDUM

To: TARC Board of Directors

From: Carrie Butler, Executive Director

Date: November 29, 2023

Re: Resolution 2023 – 33 Memorandum of Agreement between TARC and Louisville Metro Government for an Interim Executive Director

As you know, I have resigned as TARC's Executive Director effective December 31, 2023. As such, TARC will need an Interim Executive Director after such date and has asked Metro Government to assist in this endeavor. Metro Government has offered Mr. Ozzy Gibson to assist TARC in the transition initially as a transition officer beginning on December 1, 2023 and then serving as the interim Executive Director commencing on January 1, 2024 until a permanent replacement is found.

This Resolution requests the Board of Directors authorize the Executive Director to enter into an agreement with Louisville Metro Government during this transition period until such time as a new Executive Director is named by the Mayor of Louisville Metro Government.



RESOLUTION 2023 - 33

Memorandum of Agreement between TARC and Louisville Metro Government for an Interim Executive Director

A Resolution authorizing the Executive Director to enter into an agreement with Louisville Metro Government for an Interim Executive Director:

WHEREAS, Ms. Butler will resign as the Executive Director at TARC with her last day being December 31, 2023; and

WHEREAS, TARC will need an interim Executive Director after such date and has asked Louisville Metro Government to assist until a permanent director is named; and

WHEREAS, Louisville Metro Government has agreed to have Mr. Ozzy Gibson serve in that role until a new permanent Executive Director is named; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorize the Executive Director to enter into an agreement with Louisville Metro Government for an Interim Executive Director until such time as a new permanent Executive Director is named by the Mayor of Louisville Metro Government.

ADOPTED THIS 29th DAY OF NOVEMBER 2023

Chair of the Board of Directors

MEMORANDUM OF AGREEMENT

between the

Louisville/Jefferson County Metro Government

and

The Transit Authority of River City, Inc.

pertaining to:

Assistance by Louisville Metro to TARC Concerning TARC's Operations and Management

THIS AGREEMENT is made and entered by and between Louisville/Jefferson County Metro Government, acting by and through its Office of the Mayor (hereinafter "Metro Government") and the Transit Authority of River City, Inc. (hereinafter "TARC") (each a "Party" and collectively the "Parties").

WHEREAS, TARC has requested Metro Government provide assistance with TARC's operation and management, on an interim basis; and

WHEREAS, Metro Government is willing to provide these services; and

WHEREAS, this Memorandum of Agreement (hereinafter "MOA") sets forth the rights and duties of the Parties with regard to same.

NOW, THEREFORE, for consideration, the Parties agree as follows:

- 1. DUTIES.** Metro Government shall assign Louisville Metro Executive Director Ozzy Gibson ("Gibson") to TARC for the purpose of providing operational and management assistance to TARC. His duties shall be those assigned by the TARC Board of Directors acting through its Chair or such other representative hereinafter designated by the Board.
- 2. COMPENSATION.** The Parties agree that Gibson shall devote 75% of his weekly working hours to TARC and, accordingly, TARC shall compensate Metro Government by paying an amount to Metro Government equal to 75% of Gibson's gross pay (i.e., \$154,294) as an Executive Director for Metro Government. Payment shall be made monthly by TARC pursuant to an invoice presented by Metro Government on or before the 15th of every month in which this MOA is in effect.
- 3. INDEPENDENT PARTIES:** Each Party shall be considered an independent Party and shall not be construed to be an agent or representative of the other Party. The Parties

further agree that Gibson shall remain at all times an employee of Metro Government. However, if a claim for money damages is brought against Gibson arising from services performed for TARC pursuant to this MOA, TARC agrees to participate jointly and equally with Metro Government to defend and indemnify Gibson to the extent permitted by law.

4. **PERIOD OF PERFORMANCE:** This MOA shall take effect on December 1, 2023 and remain in effect until terminated by either party in accordance with Section 5. On the effective date of this MOA, Gibson's title at TARC shall be "Transition Officer." Commencing January 1, 2024 and continuing until the date of termination of this MOA, Gibson's title at TARC shall be "Interim Executive Director."
5. **TERMINATION:** Either Party may terminate this MOA with thirty (30) days' written notice to the other Party. The MOA may also be terminated upon a date certain with the consent of both Parties. The MOA shall automatically terminate upon the effective date of employment of a permanent Executive Director. TARC agrees that it shall pay for services performed by Gibson up to and including the date of termination of the MOA. This Agreement may also be terminated by either 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 or of any of the terms contained herein.
6. **CONFLICT OF INTEREST:** The Parties certify, by the signatures of duly authorized representatives on this MOA, that they are legally authorized to enter into this MOA and that they shall not be in violation, either directly or indirectly, of any conflict of interest statute of the Commonwealth of Kentucky by the performance of this Agreement.
7. **ENTIRE AGREEMENT:** This MOA is the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this MOA 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 is not embodied in this MOA. This MOA cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by both of the Parties hereto.
8. **SEVERABILITY:** If any court of competent jurisdiction holds any provision of this MOA unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this MOA. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this MOA and shall not affect any other provision hereunder.

9. **COUNTERPARTS:** This MOA 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.

APPROVED:

Louisville/Jefferson County Metro Government Date

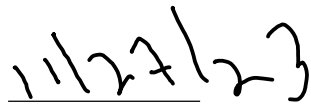
TARC Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell



Jefferson County Attorney



Date