

**Memorandum of Understanding (MOU)**

**For Supporting Active Transportation**

Issued by

**The Cabinet for Health and Family Services**  
275 East Main Street, 4E-C, Frankfort, KY 40621

On Behalf Of

**The Department for Public Health**  
**Health Promotion Branch**  
**State Physical Activity and Nutrition Program**

Hereafter referred to as "KDPH"

And

**Kentucky Transportation Cabinet**  
**Division of Planning**  
**Modal Branch**  
**Statewide Pedestrian and Bicycle Program**

Hereafter referred to as "KYTC"

Point of Contact

Leslie Proctor, Purchasing Agent II  
Office of Administrative Services  
Division of Procurement and Grant Oversight  
MOU/Grant Branch  
275 East Main Street, 4E-C  
Frankfort, KY 40621  
Telephone: 502-564-7736  
E-mail: [leslie.proctor@ky.gov](mailto:leslie.proctor@ky.gov)

## **Section 1 – Purpose of Agreement**

The purpose of this Memorandum of Understanding (MOU) is ensuring coordination and communication between The Cabinet for Health and Family Services (CHFS), Department for Public Health (DPH) and the Kentucky Transportation Cabinet (KYTC) on initiatives and programs that promote and support infrastructure for active transportation.

## **Section 2 – Scope of Services**

KDPH and KYTC mutually agree to the following:

### **I. Ongoing Communication and Planning**

KDPH and KYTC will continue to coordinate and communicate on infrastructure initiatives that support active transportation. This will include regular meetings, sharing of information, and shared outreach to local communities and stakeholders when appropriate. KYTC will have a regular presence and participation in the Partnership for a Fit Kentucky's Physical Activity Committee.

### **II. Encourage Safe and Active Transportation:**

The parties will work toward decreasing injuries and fatalities for all users and modes of the Kentucky transportation system. In addition, they will promote active transportation - biking, walking, and transit as means of improving the health and mobility of Kentuckians. Active transportation also reduces greenhouse gas emissions and air pollutants associated with motor vehicle trips.

### **III. Collaborative Data and Evaluation:**

KDPH and KYTC will share collected data on injuries, deaths, physical activity, health outcomes and other related areas of interest. The parties will work together to share data sources and evaluation, where appropriate. This effort will include encouragement for pedestrian and bicycling assessment with traffic forecast models and Health Impact Assessments (HIA) with corridor and regionally significant roadway projects.

### **IV. Leveraging funding opportunities between KDPH and KYTC**

KDPH and KYTC will identify potential resources and leverage funding to support this collaboration, including opportunities for joint funding.

## **Section 3 - General Provisions**

Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond **Section 2 - Scope of Services** contained herein.

#### **Section 4 - Term Agreement**

This Agreement shall be effective June 1st, 2021 and shall expire December 31, 2024.

#### **Section 5 - Termination**

Either party may terminate this Agreement prior to the expiration of the term in **Section 4 - Term Agreement**, with or without cause, upon 30 days' written notice to the other.

#### **Section 6 - Integration, Modification, and Assignment**

This document represents the entire Agreement between the parties. Any modification of these terms must be in writing and signed by all parties, including the authorized representatives of both the KDPH and KYTC. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Kentucky.

#### **Section 7 - Contract Information**

Contact information for issues relating to the performance of this MOU is as follows:

##### **1st Party Contract Information (CHFS):**

Troy Hearn, Health Program Administrator  
CHFS / Department for Public Health / Health Promotion Branch  
State Physical Activity and Nutrition Program (SPAN)  
275 East Main Street, HS1E-E  
Frankfort, KY 40621  
(502) 564-9358 ext. 4022  
[Troy.Hearn@ky.gov](mailto:Troy.Hearn@ky.gov)

##### **2nd Party Contact Information (list who is the agreement with):**


Scott Thomson, PE, Modal Programs Branch Manager  
KYTC / Division of Planning / Modal Branch  
200 Mero Street  
Frankfort, KY 40601  
502-782-5086  
[Scott.Thomson@ky.gov](mailto:Scott.Thomson@ky.gov)

**ORIGINAL AGREEMENT**

**Approvals**

This Memorandum of Understanding (MOU) is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**1st Party Signature (CHFS):**


DocuSigned by:  
  
UAEATD6C15D6431...  
Signature

Eric Friedlander  
Printed Name

Secretary  
Title

6/15/2021 | 10:57 AM EDT  
Date

**2nd Party Signature:**


DocuSigned by:  
  
{12874BB7525442...  
Signature

Scott Thomson  
Printed Name

Modal Programs Branch Manager  
Title

6/15/2021 | 7:45 AM EDT  
Date

**Other Party Signature (requesting Department's Commissioner):**

DocuSigned by:  
  
3C102DE4D914102...  
Signature

Patricia Okeson  
Printed Name

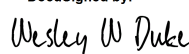
Deputy Commissioner for Operations  
Title

6/15/2021 | 9:03 AM EDT  
Date

**Approved as to form and legality:**

DocuSigned by:  
  
6C49A4572D72441

**Legal**

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