

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE OF RESILIENCE AND COMMUNITY SERVICES** herein referred to as “**METRO GOVERNMENT**”, and the **UNIVERSITY OF LOUISVILLE ON BEHALF OF ITS SCHOOL OF PUBLIC HEALTH AND INFORMATION SCIENCES** (“**UNIVERSITY**”), 485 East Gray Street, Louisville, KY 40202.

WITNESSETH:

WHEREAS, the Metro Government desires to employ a Director of its Homeless Services Division (“Director”); and

WHEREAS, the parties desire to enter into a joint working arrangement for the services of Director; and

WHEREAS, pursuant to K.R.S. 45A.380 the Metro Government has determined that competition is not feasible and that this Agreement is for the services of a professional; and

WHEREAS, Dr. Susan Buchino is employed by the University pursuant to an employment contract (the “Employment Contract”) and has the requisite qualifications and experience; and

WHEREAS, University possesses the requisite experience and qualifications to provide the unique nature of the services desired by the Metro Government;

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

I. SCOPE OF PROFESSIONAL SERVICES

A. The parties agree that Dr. Susan Buchino shall be appointed as Director of the Homeless Services Division as of the effective date of this Agreement.

B. University agrees as follows:

1. Dr. Susan Buchino’s responsibilities and duties, as Director of the Homeless Services Division, shall include, but not be limited to

those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall contribute to University seventy-five percent of the Director's salary and shall provide payment to University on a monthly basis after receipt of a detailed invoice from University.

University shall generate a University paycheck to Director. University further agrees that Director shall receive all usual and ordinary faculty benefits including fringe benefits through University.

In the event that the Metro Government terminates this Agreement, the Metro Government shall not be responsible for any further contribution to University for the University employee and the employee shall no longer hold the Director position. University shall then solely determine the employee's wage and duties.

In the event that University terminates Director, University shall not be responsible for any further compensation of the employee; provided, however, the Metro Government shall then have the opportunity to hire the terminated University employee. The Metro Government shall then solely determine the employee's wage and duties.

In the event a Director terminates her employment with University for any reason or if Metro Government is unable to directly hire a Director that has been terminated by University (as outlined above), the parties will work together to identify, recruit and hire a replacement Director that is satisfactory to both parties (provided that no payments

shall be due under this Agreement from Metro Government during the period when the Director position is vacant).

In the event that University were to increase its portion of the Director's salary, that will in no way increase the obligation of Metro Government.

The Metro Government shall contribute to University upon receipt of an invoice for same **THIRTEEN THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND SEVENTY-FOUR CENTS (\$13,587.74)** toward payment of Director's fringe benefits and **SIXTY FOUR THOUSAND SEVEN HUNDRED THREE DOLLARS AND FIFTY CENTS (\$64,703.50)** toward payment of Director's salary.

Total annual payments to University by Louisville Metro under this Agreement shall not exceed **SEVENTY-EIGHT THOUSAND TWO HUNDRED NINETY-ONE DOLLARS AND TWENTY-FOUR CENTS (\$78,291.24)**, which amount reflects Louisville Metro's obligation to pay seventy five percent of the Director's salary and its contribution toward payments of Director's fringe benefits provided by University.

B. The Metro Government shall reimburse out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this Agreement. The Metro Government will not reimburse first class air fare, personal phone calls, short-term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

C. University agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. University agrees that original invoices that are not in Metro Government

possession by this time will not be paid and University agrees to waive its right to payment for services billed under such invoices.

III. DURATION

A. This Agreement shall begin July 1, 2022 and shall continue through and including February 28, 2023.

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

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to University of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause University to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle

pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

University shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of University's costs which are chargeable to the Metro Government under this Agreement.

VI. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. University agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. University further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be Franklin Circuit Court, Frankfort, Kentucky. 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.

VIII. AUTHORITY

The University, by execution of this Agreement, does hereby certify and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

IX. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former

employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

X. ENTIRE AGREEMENT

This Agreement constitutes 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 is 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.

XI. SUCCESSORS

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

XII. 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.

XIII. 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.

XIV. 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, University is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XV. 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.

XVI. MISCELLANEOUS The Metro Government and University agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

The University shall reveal any final determination of a violation by the University or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor. The University shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the University or subcontractor for the duration of the contract.

XVII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

University, although vested with sovereign immunity, is subject to the Kentucky Claims Commission Act, KRS 49.010 – 49.990. Claims against U of L relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by that Act and other applicable law, each party shall

defend, indemnify and hold harmless the other from and against any and all claims against the party which may result from any error or omission arising out of a party's performance under this Agreement.

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

APPROVED AS TO FORM AND LEGALITY CONTINGENT UPON METRO COUNCIL APPROVAL OF THE APPROPRIATION FOR THIS AGREEMENT:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

DocuSigned by: Paul Rutherford
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

DocuSigned by: Tameka Laird
TAMEKA LAIRD
DIRECTOR, OFFICE OF RESILIENCE AND COMMUNITY SERVICES

Date: 9/16/2022

Date: 9/22/2022

UNIVERSITY OF LOUISVILLE

DocuSigned by: T. Gerard Bradley
THOMAS GERALD BRADLEY
INTERIM EXECUTIVE VICE PRESIDENT AND UNIVERSITY PROVOST

Date: 9/22/2022

ATTACHMENT A

July 1, 2022

Executive Summary –Homeless Services Division

Purpose

Core Expectation

The core expectation of the Homeless Services Division (HSD) is to strategize workable solutions that effectively mitigate the impact of homelessness on Louisville and the city's residents.

Homelessness remains an urgent and growing issue in Louisville/Jefferson County, requiring rapid planning, quick response, process improvement, and structured problem solving to achieve the goal of reaching functional zero. This includes forging effective partnerships that create an infrastructure to support equitable resilience, despite one's socio-economic situation. HSD also supports the Office of Resilience and Community Services (RCS) in meeting [Standards of Excellence](#) as a Community Action Agency.

Division Goals

HSD will mitigate the impact of homelessness for the community by evolving the system of care. HSD will serve as a central office to meet the needs of individuals experiencing homelessness and the community's concerns around unsheltered homelessness. In this role, HSD will manage the Homelessness Task Force and its subcommittees, in partnership with The Coalition for Homeless, the Continuum of Care, and homeless stakeholders; increase coordination in the system of care and enhance communication among partners and with the community; monitor systemic functions to identify and resolve gaps, remove barriers, and improve inefficiencies; research best practices and learn how peer cities are responding; and resource partner organizations to deliver the services that aren't funded through other mechanisms. HSD will execute Ordinance 171-21, being responsive to unsheltered homelessness throughout Metro Louisville, and administer Homeless Initiative general funds to support the vital services needed to aid households from the streets to safety, shelter, and stability.

HSD will employ best practices and utilize data-driven decision making. HSD advocates for those who experience homelessness, recommending and advocating for changes to policies and practices. As a division, HSD will research best practices in homeless services and systems of care, as well as evaluate current services for operational effectiveness. HSD will also develop and employ best practices for data management, by creating and utilizing a data management plan used for linking efforts to outcomes and reporting and transparency.

HSD will create an increased understanding of homelessness and available resources.

Mitigating homelessness will require the participation of the entire community, not just those who serve the homeless population. HSD will strive to engage those experiencing homelessness, those who encounter someone affected by homelessness, the organizations and individuals combating this problem, the stakeholders affected by the growing homeless population, and local policy makers. To enact better community-wide solutions, HSD will make larger-scale and more coordinated efforts to educate and involve more segments of the public on the issue of homelessness.

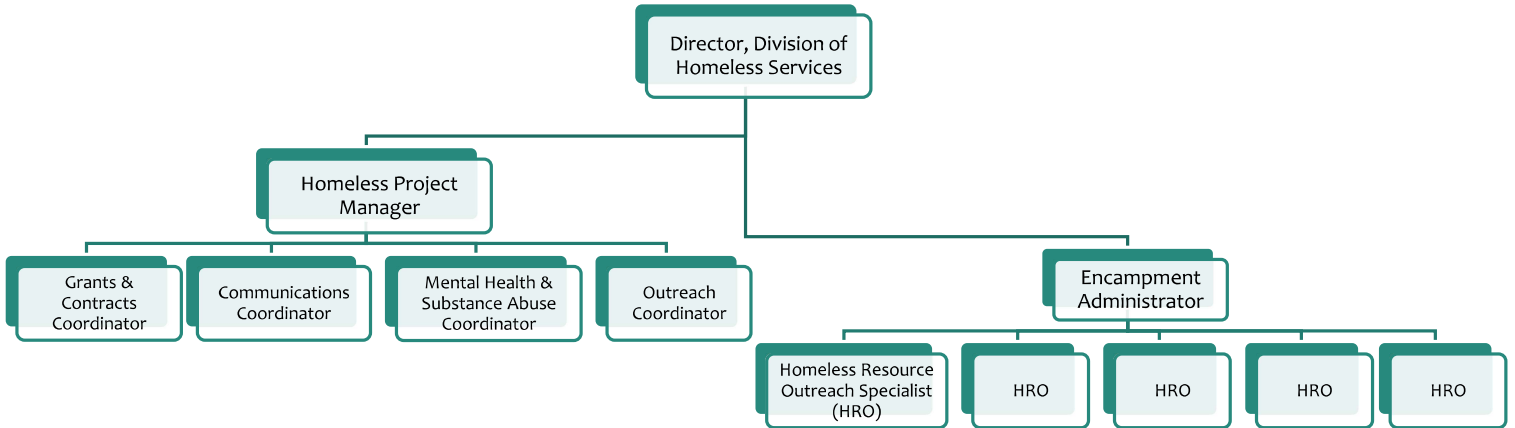
HSD will apply a racial equity lens to the system of care. HSD will be responsive to the needs of the community by proactively advancing a system of care that recognizes the humanity and unique circumstances of each individual. The division values partnerships with community organizations that provide opportunities and promote access to inclusive services that apply housing first principles, engage in harm reduction practices, and employ trauma-informed care. Moreover, individuals experiencing homelessness must be active participants in designing services intended to benefit them. Ensuring the population has an active voice will lead to positive and productive ways to evolve the system of care and increase housing stability.

Objectives

- To increase operational capacity within Louisville Metro Government to coordinate homeless outreach and services
- To increase operational capacity within RCS to support social service organizations who serve the homeless population
- To research and apply national best practices, analyze local trends, and address community gaps and barriers to services and housing
- To increase collaboration with internal and external agencies to improve services that support individuals experiencing homelessness to move from the streets to shelter, housing, and stability
- To build knowledge and understanding of the complex issues that impact housing instability and homelessness, as well as Louisville's homeless system of care

Scope of Work

Division Structure



Position Responsibilities

Director

The HSD Director is responsible for the leadership, quality of services, and accountabilities of the division, and reports to the Director of RCS. Responsibilities include:

- Providing critical leadership and vision to HSD;
- Strategic planning and implementation by assisting the division to achieve its goals;
- Executing efficient governmental response to community concerns regarding homelessness, with respect to the greater good of Louisville Metro;
- Acting as the point of contact for Louisville Metro leadership regarding issues of homelessness;
- Co-chairing the Homelessness Task Force and facilitating quarterly meetings;
- Building relationships to enhance the network of service providers, with the goal to create a sound infrastructure for a holistic response to individuals in housing crisis;
- Educating the community on the complexities of homelessness and its root causes;
- Identifying opportunities for linkages and integration of homeless services with other RCS and community-based programs;
- Participating in government and community homeless resources planning;
- Investigating issues that could have a broad impact, such as proposed legislation or policies;

- Assisting with the identification and implementation of new or revised policies and procedures;
- Conducting research and data analysis to document outcomes, link efforts to outcomes, and inform system evolution;
- Serving as the liaison for homelessness-related operational issues (i.e., policies, operational objectives with budgetary and other statutory requirements, personnel proceedings, and information systems transactions and processes);
- Maintaining relationships with peer cities for best practices and innovation;
- Supervising HSD staff and monitoring division activity;
- Managing the Homeless Services budget, approving all expenditures and ensuring fiscal responsibility;
- Monitoring grantee compliance;
- Initiating the preparation of forms, correspondence, and transactions of the division, and analyzing incoming correspondence and phone inquiries for proper action or response, some of which may be sensitive; and
- Performing other duties, special research, or special projects, as assigned or required, which are reasonably within the scope of duties enumerated above.

Homeless Project Manager

The Homeless Project Manager reports to the Director of HSD. Responsibilities include:

- Monitoring and managing daily operations of HSD;
- Providing oversight to the daily operations of HSD, including the supervision of the Grants and Contracts Coordinator, Communications Coordinator, Outreach Coordinator, and Mental Health and Substance Abuse Coordinator;
- Maintaining encampment and street homeless data including cleaned sites, cleared sites, and on-going risk-monitoring of active encampments;
- Researching national best practices and techniques for addressing homelessness;
- Tracking HSD's progress toward strategic goals and key performance indicators; and
- Preparing HSD reports.

Grants & Contracts Coordinator

The Grants and Contracts Coordinator reports to the Project Manager. Responsibilities include:

- Executing contracts with community partner agencies to provide homeless services funded by Louisville Metro General Funds;
- Monitoring contract compliance;
- Conducting routine meetings with Homeless Initiative partner agencies;
- Seeking and pursuing additional external funding opportunities for homeless services; and
- Serving as an ombuds who investigates grievances expressed by individuals experiencing homelessness regarding funded homeless service partners.

Communications Coordinator

The Communications Coordinator reports to the Project Manager. Responsibilities include:

- Creating and implementing a communications plan including the coordination of one-on-one trainings with key community leaders;
- Chairing the Homelessness Task Force Communication Subcommittee.
- Serving as a liaison to the Louisville Metro Government Communications team;
- Devising strategies to increase public awareness;
- Creating and sharing documents that communicate resources to both the community and provider network;
- Managing HSD information distribution lists;
- Responding to media requests, open records requests, and messages sent to the HSD general email inbox.

Outreach Coordinator

The Outreach Coordinator reports to the Project Manager. Responsibilities include:

- Developing and improving Louisville Metro Government relationships with professional and grassroots outreach teams;
- Coordinating and expanding the field outreach capacity of the Homeless Outreach System;
- Maintaining client data of services received and client relocation relative to encampment clearings;
- Responding to incoming concerns regarding individuals experiencing homelessness, assisting to identify resources and referrals to resolve imminent crises;
- Facilitating bi-weekly outreach case conferencing calls; and
- Providing training and resources to outreach partners.

Mental Health & Substance Abuse Coordinator

The Mental Health and Substance Abuse Coordinator reports to the Project Manager.

Responsibilities include:

- Coordinating mental health and substance abuse resources for the homeless population;
- Providing partner guidance for Medical Inquest Warrants and maintaining data regarding client stabilization;
- Chairing the Homelessness Task Force Mental Health & Substance Abuse Subcommittee; and
- Identifying service provider gaps for homeless individuals suffering from mental health and substance abuse issues and research opportunities to enhance services.

Homeless Encampment Administrator

The Homeless Encampment Administrator reports to the Director of HSD. Responsibilities include:

- Managing and executing a standardized assessment in compliance with Ordinance 171-21 to determine the health and safety risks associated with encampments, with recommendations for remediation;
- Monitoring the Louisville Metro 311 System for alerts on encampments;
- Coordinating with Public Works and other Metro Government agencies to complete camp cleaning and clearing;
- Reporting and data management for homeless encampments, risk assessments, and remediation; and
- Supervising the team of Homeless Resource Outreach Specialists.

Homeless Resource Outreach Specialists (HROs)

Five HROs report to the Homeless Encampment Administrator. Responsibilities include:

- Offering resources to individuals experiencing unsheltered homelessness, linking them to shelter and other services;
- Monitoring zones in which encampments have been cleaned and cleared;
- Coordinating with the Louisville Metro Police Department to address safety concerns and issues requiring enforcement.