



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

|               |                                    |                    |               |
|---------------|------------------------------------|--------------------|---------------|
| Department    | Office for Safe and Healthy Neighb | Department Contact | Vincent James |
| Contact Email | vincent.james@louisvilleky.gov     | Contact Phone      | 502-574-2012  |

|                                       |              |                  |                |       |
|---------------------------------------|--------------|------------------|----------------|-------|
| Contract Type: check one              | <b>New</b>   | <b>Amendment</b> |                |       |
|                                       |              | Additional Funds | Time Extension | Scope |
| Professional Service                  | ✓            |                  |                |       |
| Sole Source (goods/services)          |              |                  |                |       |
|                                       | <b>Start</b> | <b>End</b>       |                |       |
| Requested Contract Dates (MM/DD/YYYY) | 09/08/2020   | 8/31/2021        |                |       |

**VENDOR INFORMATION**

|  |                                   |                                |                         |          |       |
|--|-----------------------------------|--------------------------------|-------------------------|----------|-------|
| Vendor Legal Name  | University of Louisville          |                                |                         |          |       |
| DBA  |                                   |                                |                         |          |       |
| Point of Contact   | Eric J. Nunn                      | Email                          | ejnunn01@louisville.edu |          |       |
| Street   | 485 E. Gray Street                |                                |                         |          |       |
| Suite/Floor/Apt  | Suite 233                         | Phone                          | 502-852-3019            |          |       |
| City   | Louisville,                       | State                          | KY                      | Zip Code | 40202 |
| Federal Tax ID#  |                                   | SSN# (If sole proprietor)      |                         |          |       |
| Louisville Revenue Commission Account #                      |                                   |                                |                         |          |       |
| <a href="#">Human Relations Commission Certified Vendors</a> | Certified Minority Owned Business | Certified Woman Owned business | Disabled Owned business |          |       |
| Select if applicable   |                                   |                                |                         |          |       |

**FINANCIAL INFORMATION**

|                               |                  |   |                            |                                |             |  |
|-------------------------------|------------------|---|----------------------------|--------------------------------|-------------|--|
| Not to Exceed Contract Amount | <b>\$109,797</b> | (including reimbursement expenses, if applicable) |                            |                                |             |  |
| Fund Source: General Fund     | ✓                |   |                            |                                |             |  |
| Federal Grant                 |                  | Federal Granting Agency                           |                            |                                |             |  |
| Other                         |                  | Describe:   |                            |                                |             |  |
| Account Code String #         | 1101             | 610   | 6100                       | 610100                         | 521301      |  |
| Payment Rate                  | per hour         |   | per day                    |                                | per service |  |
|                               | per month        |   | Other                      | 75%(Salary &Fringe) of 146,000 |             |  |
| Payment Frequency             | Monthly          |   | Upon Completion / Delivery |                                |             |  |
|                               | Quarterly        | ✓   | Other                      | Bi-weekly                      |             |  |



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

To partner with UofL to hire Monique Williams to serve as Director for the Office of Safe and Healthy Neighborhoods. Please see attached CV for Director Williams.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

This is a sole source because:

- 1) It will be a partnership/collaboration with University of Louisville
2) To utilize a professor who is an expert in violence prevention to elevate the work of the Office for Safe and Healthy Neighborhoods
3) To strengthen the city's violence prevention and public safety efforts
4) Research and evaluation expertise
5) Violence prevention policy and best practices

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director [Signature] Vincent E. James Date 9/12/2020

Purchasing Director [Signature] Joel Neaveill Date 9/21/2020

10914 Hollyview Ct.  
Louisville, KY 40299  
(817) 565-8618  
c\_m\_ingram@yahoo.com

# C. Monique Williams

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## EDUCATION

**Doctor of Philosophy (candidate)**, Department of Health Promotion and Behavioral Sciences, University of Louisville School of Public Health and Information Sciences, Louisville, Kentucky, Expected: May 2020

**Master of Public Health**, Department of Social & Behavioral Health, Texas A&M Health Science Center School of Rural Public Health, College Station, Texas, August 2013

**Bachelor of Science**, Mel and Enid Zuckerman College of Public Health, University of Arizona, Tucson, Arizona, August 2007

## PROFESSIONAL EXPERIENCE

**Director**, Youth Violence Prevention Research Center, University of Louisville School of Public Health and Information Sciences (September 2015 – Present)

**Program Director/Research Manager**, Office of Public Health Practice, University of Louisville School of Public Health and Information Sciences (June 2014 – September 2015)

**Research Associate**, Center for Community Health Development, Texas A&M University System Health Science Center School of Public Health, College Station, Texas (June 2012 – May 2014)

**Interim Vice President of Community Impact -Practicum**, United Way of the Brazos Valley, College Station, Texas (November 2012 – July 2013)

**Patient Educator**, Kane, Hall, Barry Neurology, Bedford, Texas (March 2008 – September 2009)

**Program Assistant -Intern**, PWC Office on Youth, Prince William County, Manassas, Virginia (May 2007—December 2007)

**Health Educator-Intern**, Teenage Parent Program, Sunnyside Unified School District, Tucson, Arizona (December 2006—May 2007)

## TEACHING EXPERIENCE

**Guest Lecturer**, Graduate Course PHEP 655: Emerging Issues in Epidemiology, “*Structural Violence as a Public Health Issue*”, University of Louisville School of Public Health and Information Sciences, Louisville, Kentucky, Spring Semester 2019

**Guest Lecturer**, Graduate Course PHEP 655: Emerging Issues in Epidemiology, “*Structural Violence as a Public Health Issue*”, University of Louisville School of Public Health and Information Sciences, Louisville, Kentucky, Spring Semester 2018

**Co-Instructor**, Graduate Course HPCH 610: Community Assessment and Organizing, Texas A&M University School of Rural Public Health, College Station, Texas (January 2014 – May 2014)

**Teaching Assistant/Lecturer**, Graduate Course PHPM 605: Introduction to Health Policy and Management, Texas A&M University School of Rural Public Health, College Station, Texas (August 2013 – December 2013)

## RESEARCH ACTIVITIES, GRANTS, AND CONTRACTS

2017 - 2019 **Co-Principal Investigator**, Social Justice Youth Development in Violence Prevention, funded through the Commonwealth Institute of Kentucky by KentuckyOne Health, \$180,000 (PI: G. Jones)

2015 - 2020 **Director**, University of Louisville Youth Violence Prevention Research Center, funded by the Centers for Disease Control and Prevention, \$5.7 million

2015-2017 **Principle Investigator**, Evaluation of Arise to Safety – Domestic Violence , funded by the Jewish Heritage Fund for Excellence, \$24,750

- 2014- 2016    **Research Manager**, Louisville Cities United Zones of Hope Initiative, funded by the James Graham Brown Foundation, \$250,000
- 2014-2017    **Project Manager**, West Louisville Health Literacy Project, funded through the Commonwealth Institute of Kentucky by KentuckyOne Health, \$300,000
- 2014-2017    **Project Director**, Adolescent Diversion Project, funded by KentuckyOne Health, 350,000
- 2013            **Research Personnel**, 2013 RHP 17 Regional Health Assessment, funded by the Texas A&M Health Science Center School of Rural Public Health, \$250,000
- 2013-2014    **Co-Project Manager**, Central Texas HIV/AIDS Client Needs Assessment, funded by the Brazos Valley Council of Governments, \$35,000
- 2013-2014    **Research Personnel**, Statewide Evaluation of the Texas 1115 Medicaid Transformation Waiver, funded by the Texas Health and Human Services Commission, \$2,400,000
- 2012-2014    **Co-Project Manager**, Using a Community Health Development Intervention to Build Community Capacity, Core Research Project within the Center for Community Health Development, funded by the Prevention Research Centers Program at the Centers for Disease Control and Prevention, \$300,000
- 2012-2014    **Research Personnel**, Geocaching for Exercise and Activity Research (GEAR) Study, funded by the Center for Community Health Development at the Texas A&M University System Health Science Center School of Rural Public Health, \$10,000
- 2012-2014    **Research Personnel**, Evaluation of the Madison Outreach and Services through Telehealth (MOST) Project, funded by the Office of Rural Health Policy at the Health Resources and Services Administration (through a \$450,000 Rural Health Services Outreach Grant to Madison County), \$117,000
- 2012-2013    **Research Personnel**, Evaluation of the Weight of the Nation (WON) Mass Media Campaign, unfunded

## PUBLICATIONS

### Peer Reviewed Journal Articles:

Wendel, M.L., Jackson, T., **Ingram, C.M.**, Golden, T., Castle, B.F., Ali, N. & Combs, R. (2019). Yet we live, strive, and succeed: Using Photovoice to understand community members' experiences of justice, safety, hope, and racial equity. *Collaborations: A Journal of Community-Based Research and Practice*, 2(1): 9, 1-16

Wendel, M.L., Garney, W.R., Castle, B.C. & **Ingram, C.M.** (2018). Critical reflexivity of communities on their experience to improve population health. *American Journal of Public Health*, 108(7): 896-901. PMID: 29874497

Castle, B., Wendel, M., Pryor, B. N. K., & **Ingram, M.** (2017). Assessing Community Leadership: Understanding Community Capacity for Health Improvement. *Journal of Public Health Management and Practice*, 23, S47-S52.

Garney, W.R., Wendel, M.L., McLeroy, K., Alaniz, A., Cunningham, G., Castle, B., **Ingram, M.** & Burdine, J. (2017). Using community health development to increase community capacity: A multiple case study. *Family and Community Health*, 40(1): 18-23.

Garney, W. R., Beaudoin, C. E., Clark, H. R., Drake, K. N., Wendel, M. L., McLeroy, K. R., . . . Shaw, R. L. (2015). Using Community-Based Participatory Research to Disseminate a Mass Media Campaign Into Rural Communities. *Journal of health communication*, 20(7), 799-806.

### Technical Reports:

#### **2019**

**Williams, M.**, & Wendel, M., Jackson, T., & Jones, G. (2019). *University of Louisville Youth Violence Prevention Research Center Technical Report: Data 2017 – 2018*. Louisville, KY: National Center of Excellence in Youth Violence Prevention

#### **2017**

**Ingram, M.**, & Oglesby, A. (2017). *Arise to Safety: Final Evaluation Report*. Louisville, KY: Commonwealth Institute of Kentucky.

## 2014

Nimmons, K., **Ingram, M.**, Moreno, J., & Noor, M. (2014). *Central Texas HIV/AIDS Client Needs Assessment: Regional Report*. College Station, TX: Center for Community Health Development.

Nimmons, K., **Ingram, M.**, Moreno, J., & Noor, M. (2014). *Central Texas HIV/AIDS Client Needs Assessment: Austin HSDA Supplemental Report*. College Station, TX: Center for Community Health Development.

Nimmons, K., **Ingram, M.**, Moreno, J., & Noor, M. (2014). *Central Texas HIV/AIDS Client Needs Assessment: Bryan/College Station HSDA Supplemental Report*. College Station, TX: Center for Community Health Development.

Nimmons, K., **Ingram, M.**, Moreno, J., & Noor, M. (2014). *Central Texas HIV/AIDS Client Needs Assessment: Concho Plateau HSDA Supplemental Report*. College Station, TX: Center for Community Health Development.

Nimmons, K., **Ingram, M.**, Moreno, J., & Noor, M. (2014). *Central Texas HIV/AIDS Client Needs Assessment: Temple/Killeen HSDA Supplemental Report*. College Station, TX: Center for Community Health Development.

Nimmons, K., **Ingram, M.**, Moreno, J., & Noor, M. (2014). *Central Texas HIV/AIDS Client Needs Assessment: Waco HSDA Supplemental Report*. College Station, TX: Center for Community Health Development.

## 2013

**Ingram, M.**, & Prince, A. (2013). *2013 – 2015 Community Impact Grant Executive Report*. College Station, TX: United Way of the Brazos Valley.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *RHP 17 health status assessment 2013: Regional report*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Brazos Valley region*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Brazos County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Burleson County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Grimes County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Leon County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Madison County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Montgomery County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Robertson County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Washington County*. College Station, TX: Center for Community Health Development.

Alaniz, A., Catanach, C., Clark, H., Drake, K., Garney, W., Nimmons, K...& Moser, A. (2013). *2013 RHP 17 health status assessment 2013 supplemental report: Walker County*. College Station, TX: Center for Community Health Development.

## SCIENTIFIC PRESENTATIONS

### 2019

*Unintended Consequences: The Impact of Critical Consciousness Development in a Youth Violence Prevention Intervention*. **Williams, M.**, Howard, T., Young, K. Oral presentation



at the American Public Health Association (APHA) 147<sup>th</sup> Annual Meeting. Philadelphia, PA, November 2-6.

*Changing the narrative: The Impact of a social norming campaign on racial identity and youth violence.* Jackson, T., **Williams, M.**, Nation, M., Jones, G. & Wendel, M.L. Oral presentation at the American Public Health Association (APHA) 147<sup>th</sup> Annual Meeting. Philadelphia, PA, November 2-6.

*Does sociopolitical awareness prevent violence: An examination of the relations between race, sociopolitical development, and adolescent wellbeing.* Nation, M., **Williams, M.**, Wendel, M.L., Castle, B.F. & Jackson, T. Oral presentation at the American Public Health Association (APHA) 147<sup>th</sup> Annual Meeting. Philadelphia, PA, November 2-6.

*All we want is peace: Using the expertise of young people's lived experience to run an organizational social media account for structural violence prevention.* Jones, G., Wendel, M.L., **Williams, M.** & Brown, Q. Poster presentation at the American Public Health Association (APHA) 147<sup>th</sup> Annual Meeting. Philadelphia, PA, November 2-6.

*Campaigning for youth violence prevention: A structural violence lens.* **Williams, M.** Oral presentation at the Center for Disease Control and Prevention's CE16-1605 Recipient Meeting. Minneapolis, Minnesota, August 5-7.

*Changing the narrative: Challenging White supremacist norms and structural inequality to prevent youth violence.* Wendel, M., **Williams, M.**, Nation, M., Debreaux, M. Symposium at the Society for Community Research and Action (SCRA) 17th Biennial Conference. Chicago, Illinois, June 26-29.

*A latent class analysis of youth civic engagement: Do sociopolitical attitudes differentiate civic engagement profiles?* Nation, M., Wendel, M., Gardella, J., **Williams, M.**, Debreaux, M. Poster presentation at the Society for Prevention Research (SPR) 27th Annual Meeting. San Francisco, California, May 28-31.

## 2017

Brown, A., **Ingram, M.**, & Castle, B. (Presented November 4 – 8, 2017). Challenges and Triumphs: Applying the Social Justice Youth Development Framework to Public Health. Panel presentation presented at American Public Health Association (APHA) 145<sup>th</sup> Annual Meeting. Atlanta, Georgia.

Wendel, M., Ali, N., **Ingram, M.**, Castle, B., Combs, R., Jackson, T., & Nation, M. (Presented November 4 – 8, 2017). Pride, Peace, & Prevention: A social norming

campaign to reduce youth violence. Roundtable discussion presented at American Public Health Association (APHA) 145<sup>th</sup> Annual Meeting. Atlanta, Georgia.

## 2016

Wendel, M., Jackson, T., **Ingram, M.**, Ali, N., Castle, B., Combs, R., Jones, G., Rogers, W., & Carthan, Q., Smith, A. (Presented on May 11 - 14, 2016). West Louisville photovoice project: local perspectives on justice, safety, hope, and racial equity. Panel presentation presented at Community-Campus Partnerships for Health 14th International Conference in New Orleans, Louisiana.

Jackson, T., Wendel, M., **Ingram, M.**, Castle, B., & Jones, G. (Presented on May 11 – 14, 2016). Louisville Listens to Ferguson in Order to Sow Justice, Safety, Hope, and Racial Equity. Poster presentation at Community-Campus Partnerships for Health 14th International Conference in New Orleans, Louisiana.

## 2015

**Ingram, M.**, Jackson, T., Wendel, M., Ali, N., Castle, B., & Combs, R. (Presented on October 31 – November 4, 2015). *Addressing social determinants of health through photovoice*. Round table discussion presented at the American Public Health Association (APHA) 143<sup>rd</sup> Annual Meeting. Chicago, Illinois.

Castle, B.F., Wendel, M., **Ingram, M.**, Ali, N., Jackson, T., & Combs, R. (Presented on October 31 – November 4, 2015). *A partnership approach to addressing violence in West Louisville, Kentucky*. Poster presented at the American Public Health Association (APHA) 143<sup>rd</sup> Annual Meeting. Chicago, Illinois.

Ali, N., Wendel, M., **Ingram, M.**, Castle, B., Jackson, T., & Combs, R. (Presented on October 31 – November 4, 2015). *United we stand: The role of an urban university in strengthening community capacity*. Oral presentation presented at the American Public Health Association (APHA) 143<sup>rd</sup> Annual Meeting. Chicago, Illinois.

## 2014

Castle, B.F., Garney, W.R., Wendel, M.L., Alaniz, A., **Ingram, M.**, Jackson, V. & Meece, L. (November 17-19, 2014). *Grimes County Physical Activity and Community Engagement (PACE) Project: Increasing Access to Physical Activity in Rural Populations*. Poster presented at the American Public Health Association (APHA) 142<sup>nd</sup> Annual Meeting. New Orleans, Louisiana.

Garney, W.R., Wendel, M.L., Castle, B.F., Cunningham, G.B., **Ingram, M.**, & Alaniz, A. (November 17-19, 2014). *Exergame Options for Physical Activity: Geocaching for Exercise and Activity Research*. Poster presented at the American Public Health Association (APHA) 142<sup>nd</sup> Annual Meeting. New Orleans, Louisiana.

## **2013**

**Ingram, M.**, Castle, B., Turner, J., and Danford, D. (September 12, 2013). *Leon County Physical Activity and Community Engagement Project (PACE): 2013 Leon County Cache Dash*. Poster presentation at the 2013 RHP 17 Regional Health Summit, College Station, TX.

Castle, B., Jackson, V., **Ingram, M.**, Finke, P., and Meece, L. (September 12, 2013). *Grimes County Physical Activity and Community Engagement Project: Healthy Living Grimes County*. Poster presentation at the 2013 RHP 17 Regional Health Summit. College Station, TX.

Wendel, M. L., Garney, W. R., Cunningham, G., Ory, M., **Ingram, M.** & Castle, B. (November 2-6, 2013). *Geocaching for Exercise and Activity Research (GEAR): Exploring the Physical Activity Aspects of a Modern Recreational Activity* . Poster presentation at the American Public Health Association (APHA) 141st Annual Meeting. Boston, MA.

## **SERVICE ACTIVITIES**

American Public Health Association, **Member** (2013 – present)

Community Campus Partnerships for Health, **Member** (2014 – present)

Louisville Central Community Center Youth Engagement Sub-Committee, **Member** (2014-2018)

Metro United Way Community Impact Cabinet, **Member** (2015-2016)

## AGREEMENT

**THIS PROFESSIONAL SERVICE CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE FOR SAFE AND HEALTHY NEIGHBORHOODS** 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 the Office for Safe and Healthy Neighborhoods (“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**, Monique Williams 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 Monique Williams shall be appointed as Director of the Office for Safe and Healthy Neighborhoods as of the effective date of this Agreement.
- B.** University agrees as follows:

1. Monique Williams' responsibilities and duties, as Director of the Office for Safe and Healthy Neighborhoods, shall include, but not be limited to, the following:

- a. *Directs Safe and Healthy Neighborhoods operations, projects and programs.*
- b. *Establishes and implements departmental goals, budget, policies, programs and procedures*
- c. *Exercises supervision over subordinate personnel*
- d. *Directs the operations, activities and personnel of the department*
- e. *Establishes and implements departmental goals, objectives, policies and procedures through subordinate managers to achieve the success of programs and operations*
- f. *Analyzes data on the effectiveness and efficiency of programs and services and implements corrective action*
- g. *Delegates work and responsibilities to achieve goals and objectives*
- h. *Develops and organizes the department structure to insure the maximum utilization of available resources*
- i. *Directs the preparation of the departmental budget and the monitoring of expenditures and funds*
- j. *Selects, trains, disciplines and evaluates employees; recommends personnel actions; and resolves employment complaints and grievances*
- k. *Answers questions and provides information concerning the operations and procedures of the department, and negotiates and mediates disputes*
- l. *Confers with managers to instruct and discuss operational problems, policy interpretations and program evaluation*
- m. *Presents comprehensive and evaluative reports on department operations and activities*
- n. *Serves as a liaison with other departments, elected officials, other government agencies and the public and answers questions, and provides information*
- o. *Researches, identifies and procures resources such as grants, consultants, and technical assistance to improve the quality or extend the level of services in the community*
- p. *Determines staff development and training needs and coordinates program scheduling to address the needs*
- q. *Performs related work*

2. Monique Williams, as a faculty member of the University of Louisville School of Public Health & Information Sciences

(SPHIS), shall have the following responsibilities and duties, the details of which will be specified in her annual work assignment:

- a. Teaching load will be determined with the Department Chair annually;
- b. Serve as advisor and mentor to assigned graduate students;
- c. Participate in department meetings and committees;

**C. ACCOUNTABILITY OF THE DIRECTOR**

1. Director shall be a University of Louisville employee assigned to the Office for Safe and Healthy Neighborhoods; and

2. With regard to Director's responsibilities to SPHIS, Director will be accountable to the appropriate Department Chair and Dean.

**II. FEES AND COMPENSATION**

**A.** The Metro Government shall contribute to University seventy five percent of the Director's compensation (a sum of **EIGHTY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$86,250.00)**), and shall provide payment to University on a monthly basis after receipt of a detailed invoice from University. The parties agree that the Director's annual compensation shall be **ONE HUNDRED FIFTHTEEN THOUSAND DOLLARS (\$115,000)**, which may be adjusted in accordance with UofL policies and applicable laws, and which shall be paid by U of L.

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 **TWENTY-THREE THOUSAND FIVE HUNDRED FORTY SIX DOLLARS AND TWENTY-FIVE CENTS (\$23,546.25)** toward payment of Director's fringe benefits.

Total annual payments to University by Louisville Metro under this Agreement shall not exceed **ONE HUNDRED NINE THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS (\$109,797.00)**, 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 September 8, 2020 and shall continue through and including August 31, 2021.

**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:

*Vincent James*

**VINCENT JAMES, CHIEF OF COMMUNITY  
BUILDING**

**Date:** 9/30/2020

**Date:** 11/3/2020

**UNIVERSITY OF LOUISVILLE**

*Toni M. Ganzel*

**TONI GANZEL  
VICE PRESIDENT FOR ACADEMIC  
MEDICAL AFFAIRS**

**Date:** 11/02/2020