

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 engage Dr. Aisha Brown to create and implement a Social Justice Youth Development Certificate program and Youth Equity Data Report; 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. Aishia Brown 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. University agrees to perform the services described on Attachment A attached hereto and incorporated herein which services have the following goals:

1. To increase professional development opportunities and supports for the youth development workforce in Louisville through the creation and implementation of the Social Justice Youth Development Certificate program.

2. To conduct research and disseminate results through research/policy briefs to inform the development of the Youth Equity Data Report to be released by OYD's Youth Development Services Data Center.

II. FEES AND COMPENSATION

A. The Metro Government shall pay University as described on Attachment A. Total compensation payable to University shall not exceed **NINETY NINE THOUSAND THREE HUNDRED FIFTY ONE DOLLARS (\$99,351.00)**.

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, 2021 and shall continue through and including June 30, 2022.

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: 9/30/2021

Date: 9/30/2021

UNIVERSITY OF LOUISVILLE

Lori Stewart Gonzalez

**LORI STEWART GONZALEZ
EXECUTIVE VICE PRESIDENT AND
UNIVERSITY PROVOST**

Date: 9/30/2021

ATTACHMENT A

SCOPE OF PROFESSIONAL SERVICES

The parties agree that Dr. Aishia Brown transitions out of Director of Office of Youth Development (OYD) role on June 30, 2021, she proposes the creation of a professional service contract between the University of Louisville School of Public Health & Information Sciences and Louisville Metro Resilience and Community Services Office of Youth Development. The total amount of the contract is \$83,196 to cover 38% of Dr. Brown's time, salary for one Graduate Research Assistant (GRA), research participant incentives, transcription, and indirect costs (see budget attached).

These costs will cover the scope of services for Specific Aim 1 and Specific Aim 2 outlined below. The initial term for this contract is July 1, 2021, through June 30, 2022 and it is renewable every year (12 months).

Specific Aims

Aim 1: To increase professional development opportunities and supports for the youth development workforce in Louisville through the creation and implementation of the Social Justice Youth Development Certificate program.

Aim 2: To conduct research and disseminate results through research/policy briefs to inform the development of the Youth Equity Data Report to be released by OYD's Youth Development Services Data Center.

Scope of Services and Expertise of the Project Team: The partnership between University of Louisville Center for Social Justice Youth Development Research (CSJYDR) led by Dr. Brown and Louisville Metro Office of Youth Development is to increase professional development opportunities and supports for the youth development workforce in Louisville through the creation and implementation of the Social Justice Youth Development Certificate program and conduct research and disseminate results through research/policy briefs to inform the development of the Youth Equity Data Report to be released by OYD's Youth Development Services Data Center.

- CSJYDR (led by Dr. Brown) will facilitate the development, implementation, and evaluation of the Social Justice Youth Development Certificate Program.
 - Attend BLOCS Operations Team Meetings and participate in BLOCS Operations Teams subcommittees (i.e., data report subcommittee)
 - Develop and execute outreach plan for SJYD Certificate program in partnership with OYD outreach team
 - Coordinate the facilitation of youth development professional support groups (i.e., those that serve immigrant/refugee youth, LGBTQIA+ youth, opportunity youth, Black Male Achievement, Neurodivergent youth, etc.)
 - Facilitate live/in-person training sessions for the SJYD certificate program in partnership with OYD outreach team
- CSJYDR (led by Dr. Brown) will conduct research and disseminate results to inform the development of the Youth Equity Data Report.
 - Attend all Youth Development Services Data Center meetings to stay up-to-date on the development of the Youth Equity Data Report.
 - Develop and execute research studies to inform the development of the Youth Equity Data Report.
 - Contribute to the writing and development of the Youth Equity Data Report through writing research/policy briefs.

The project will be led by Dr. Aishia Brown, Assistant Professor, Department of Health Promotion & Behavioral Sciences, School of Public Health & Information Sciences, University of Louisville. Dr. Aishia Brown has worked closely with Louisville Metro Government since 2016 where she was in the role of Postdoctoral Fellow at the Center for Health Equity (CHE). During her time with CHE she established the Racial Equity Youth Council. Additionally, she has provided technical assistance to the Louisville Metro Office of Safe and Health Neighborhoods (OSHN) Youth Team Coordinators since 2017. Dr. Brown also conducted a photovoice study with the OSHN Youth Team in 2019 focused on the experiences youth team members have in their respective neighborhoods. Dr. Brown has served as a trainer for the youth worker trainings offered by the Office of Youth Development in 2019. Dr. Brown, along with Dr. Andrew Winters and Ms. Rebecka Bloomer, received funding from UofL Kent School of Social Work to conduct a needs assessment study focused on youth development workers in Louisville in 2019. This needs assessment study was conducted in partnership

with the Louisville Metro Office of Youth Development and Parks and Recreation Department. Results from this study were recently presented (virtually) to the Metro United Way’s Building Louisville’s Out-of-School time Coordinated System (BLOCS) Communities of Practice group in December 2020. Dr. Brown has also supported Jefferson County Public Schools through her service on the racial equity policy development committee and the behavioral alternative schools’ taskforce.

Deliverables

CSJYDR (led by Dr. Brown) will deliver the following by the end of each fiscal year (June 30th):

- A process and outcome evaluation report for the Social Justice Youth Development Certificate program.
- Research/policy briefs focused on the most pressing challenges and needs of Louisville’s youth.

Annual Budget Summary and Justification Budget Category	Costs
Personnel	
Dr. Aishia Brown	\$48,431.00
Graduate Research Assistant	\$23,690.00
Incentives for research participants	\$5,000.00
Transcription Costs	\$6,075.00
Materials and Supplies	\$1,000.00
Indirect Costs	\$15,155.28
Total	\$99,351.28