

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 Chief Policy Analyst of Violence Prevention (“Director”); and

WHEREAS, the parties desire to enter into a joint working arrangement for the services of said 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 Monique Williams strategized for the creation of several violence prevention initiatives; 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:

1. SCOPE OF PROFESSIONAL SERVICES

A. The parties agree that Monique Williams shall serve as Director Policy Analyst of Violence Prevention (“Director”) and that her duties shall include but not be limited to:

1. Analyze and synthesize the City’s current violence prevention strategies and investments and identify the appropriate best practices to obtain the desired outcomes using a public health approach to violence prevention;

2. Coordinate with city agencies/departments, community stakeholders – especially those most impacted by violence – service providers, and other key stakeholders to develop the goals, strategies, performance measures, progress benchmarks, and outcome measures to ensure accountability related to citywide violence reduction and healing.
3. Develop educational communications material that explains violence as a public health issue and what the approach(es) mean(s) for violence reduction in the city.
4. Coordinate with invested stakeholders to develop a community driven, city-wide strategic plan of action that brings together internal departments and external service providers to address the issue of violence.
5. Serve as Metro Government's Liaison on multiple platforms, relative to the issue of violence, as determined by the Office of the Mayor.
6. Align with national networks and platforms to stay abreast of violence prevention research, resources, and best practices.
7. Conduct local research, as well as identify best practices and models for violence prevention that exist outside of the City that can potentially be adopted and implemented within the city.
8. Convene annual city-wide summits to check progress on the city's Blueprint, assess issues/impediments to goal achievement, and set priorities based on progress and resources available.
9. Identify necessary national or local technical assistance providers needed for successful achievement of city violence reduction goals.
10. Identify and write violence prevention grants to increase city fiscal resources for prevention efforts.
11. Beginning October 1, 2022, the duties of the Director shall be as follows:
 - a. Director will phase out of the active Directorship of OSHN, and will occupy an advisory role, transitioning responsibilities to a new Director of OSHN.
 - b. Director will be available for assistance and consultation at mutually agreeable times.
 - c. Director will provide the transitioning Director their thoughts on strengths and weaknesses within existing OSHN programs.
 - d. Director will provide a list of previous and/or on-going commitments he/she have made on behalf of OSHN.

- e. Director will develop a transition document with the contact information of all stakeholders, partners, foundations, philanthropist, Boards, etc., whom OSHN is currently working with or have interest in working with OSHN programs and/or future programs. (Name, phone, e-mail and brief summary of interest).
- f. Director will share analytical data collected or received from stakeholders, partners, foundations, Boards, etc. relevant to OSHN programs, gun violence, prevention, domestic violence, etc.

B. 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:

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

C. ACCOUNTABILITY OF THE DIRECTOR

1. Director shall be a University of Louisville employee assigned to the Department of Health and the Office of the Mayor; and

2. With regard to Director's responsibilities to SPHIS, Director will be accountable to the appropriate Department Chair and Dean. 3. When fulfilling duties to Louisville Metro per this contract, Director will be accountable to the Louisville Metro Department of Health and to the Office of the Mayor. 4. Director shall devote 75% of her time to duties of Louisville Metro and shall provide such deliverables as are determined by the Louisville Department of Health and the Office of the Mayor. Time shall be accounted for monthly pursuant to the detailed invoice requirements below.

5. Director shall comply with all state statutes and Metro Policies, including, but not limited to, anti-discrimination, ethics, conflicts of interest, procurement and expense accounting, among others.

II. FEES AND COMPENSATION

A. The Metro Government shall pay to University seventy five percent of the Director's compensation, which sum shall include Director's salary and fringe benefits.

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.

Total annual payments to University by Louisville Metro under this Agreement shall not exceed **ONE HUNDRED FORTY ONE THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND SIXTEEN CENTS (141,820.16)**, 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.

Commencing October 1, 2022, Director will phase out of the active Directorship at OSHN and will occupy an advisory role to aid in transition of a new Director at OSHN. Pay reimbursement to the University of Louisville will remain the same during this period and the Director will be available for assistance and consultation at mutually agreeable times.

Nothing in this Contract will prohibit Director from bidding upon other Metro Contracting opportunities, as they arise.

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 1, 2021 and shall continue through and including December 15, 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 Directors. 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 Director 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 its 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:

Matthew Golden

**MATTHEW GOLDEN
CHIEF, PUBLIC SAFETY**

Date: 9/16/2022

Date: 9/16/2022

UNIVERSITY OF LOUISVILLE

DocuSigned by:

TGB

**THOMAS GERARD BRADLEY
INTERIM EXECUTIVE VICE PRESIDENT AND
UNIVERSITY PROVOST**

Date: 9/22/2022