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PROFESSIONAL SERVICE CONTRACT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, and **THE LOUISVILLE ZOO,** herein referred to as **"METRO GOVERNMENT",** and **JEFFERSON COMMUNITY and TECHNICAL COLLEGE FOR KENTUCKY COMMUNITY and TECHNICAL COLLEGE SYSTEM,** with offices located at 109 E Broadway, Louisville, KY 40202, herein referred to as **"KCTCS/JCTC",**

W I T N E S S E T H:

WHEREAS, the Metro Government is in need of certain professional services with respect to a mentor / internship program, for the Louisville Zoological Gardens' Boma (African Petting Zoo) and Australian Walkabout in which students will interpret animal natural history, habitat preservation and African Culture for the public; and

WHEREAS, the KCTCS/ JCTC has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

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

I. SCOPE OF PROFESSIONAL SERVICES

A. KCTCS/JCTC shall provide services under the terms of this Professional Services Agreement. The KCTCS/JCTC's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. KCTCs/JCTC, while performing the services rendered pursuant to this Agreement may incidental thereto utilize agents or employees of such KCTCS/JCTC. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time KCTCS/JCTC needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, the KCTCS/JCTC shall notify the proper agent of the Metro Government of this need and arrangements may be made for that

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contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

D. The services KCTS/JCTC shall include but not be limited to interpretation of animal natural history, habitat preservation and culture for the Zoo's Boma and Australian Walkabout as specifically set forth in **Exhibit A,** which is incorporated herein by reference.

II. FEES AND COMPENSATION

A. KCTC/JCTC shall be reimbursed for services rendered according to the terms of this Agreement as described in **Exhibit A**. Total compensation payable to KCTCS/JCTC for services rendered pursuant to this Agreement, including materials and out of pocket expenses, shall not exceed **ONE HUNDRED FORTY THOUSAND DOLLARS ($140,000.00).** Checks for services shall be made to the **Kentucky Community and Technical College System**. **Contract Terms Net 30.**

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered, and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under this Agreement, and the particular nature of such service. Copies of invoices or receipts for third-party charges must be included with the KCTCS/JCTC's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, KCTC/JCTC's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. KCTC/JCTC, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings

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and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin July 1, 2026 and shall continue through and including June 30, 2027.

B. Either party may be terminate this Agreement by submitting thirty (30) days' written notice to the non-terminating party of such 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.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor 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. 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

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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

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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.

VI. RECORDS-AUDIT

Contractor 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 Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VII. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with **ATTACHMENT B** attached hereto.

VIII. HOLD HARMLESS CLAUSE

KCTCS/JCTC, as an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Kentucky Claims Commission, KRS Chapter 49. Claims against KCTCS/JCTC relating to personal injury or property damage may be filed and decided under the provisions of KRS Chapter 49. To the extent permitted by applicable law, KCTCS/JCTC, shall defend, indemnify and hold

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harmless the Metro Government from and against any and all claims which may result from any error or omission arising out of KCTCS/JCTC's performance under this Agreement.

IX. 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. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

X. 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 the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. 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.

XI. AUTHORITY

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

XII. 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

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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.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

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

XV. 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.

XVI. 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.

XVII. 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

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include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. 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.

XIX. WEB ACCESSIBILITY

(1) The Contractor agrees that all websites, web applications, digital documents (including pdfs), and other digital content developed, maintained, or provided under this Agreement shall comply with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA. The Contractor further agrees to ensure that all user interfaces and content are accessible to individuals with disabilities, including those using assistive technologies such as screen readers, voice recognition software, and alternative input devices.

(2) In the event the Louisville Metro Government notifies the Contractor of any non-compliance with WCAG 2.1, Level AA, the Contractor shall, at no additional cost to Louisville Metro Government, correct the deficiencies within thirty (30) days of notice or within a reasonable timeframe as agreed upon by both parties. Failure to bring the digital content into compliance within the agreed timeframe shall constitute a material breach of this Agreement.

(3) The Contractor shall also include the requirements of this section in all subcontracts related to the provision of digital content or web-based deliverables under this Agreement.

XX. The Louisville Metro Government, in Louisville Metro Codified Ordinance ("LMCO") Section 112.30, prohibited vendors from engaging in certain practices against persons previously convicted of crimes. Specifically, per LMCO 112.30(D) attached hereto and fully incorporated herein as **ATTACHMENT C.** This attachment also includes LMCO Chapter 39.220-224.

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XXII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Consultant shall reveal any final determination of a violation by the Consultant 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 Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

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

APPROVED AS TO FROM AND LEGALITY CONTINGENT UPON APPROVAL OF OF THE APPROPRIATION FOR THIS CONTRACT BY THE METRO COUNCIL

DocuSigned by:
Paul Rutherford
2C1BED9DF4BB454...

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 7/20/2026

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By: Signed by: Kevin Moore 709AE104D58A4D3...

Kevin Moore

Title: Director of Procurement

Date: 7/20/2026

KCTCS/JCTC

By: Signed by: Ty J. Handy 189AA255441B447...

Name: Ty J. Handy

Title: Chancellor

Date: 7/20/2026

DS
Sk
7/16/2026

PurData/2-Non-Competive Contracts/FY27/PSC260247 African Outpost and Boma Petting Zoo FY27

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EXHIBIT A

June 2026

The Louisville Zoological Garden (Zoo) and KCTCS/JCTC will maintain a cooperative, work experience program to provide quality education for Zoo guests. This will be accomplished by providing paid learning opportunities to college-level students provided by KCTCS/JCTC staff/professors/mentors and Zoo staff. Students will study and learn the art and science of education, biology, conservation, animal husbandry, guest services, and natural history, laying the groundwork for their professional futures.

The Zoo has expanded interpretive programs in the Boma African Petting Zoo and the Wallaroo Walkabout. KCTCS/JCTC student interpreters will be eligible for cooperative learning opportunities, and will assist the Zoo in the implementation of programming that will bring exhibits to life for Zoo guests. This Agreement will provide KCTCS/JCTC with a living applied classroom with which to inspire students and provide unique, hands-on learning experiences that are unique and meaningful in a variety of careers, and the Zoo will gain a dynamic education delivery system. For some students that may be interested in employment at the Zoo, individuals that complete this cooperative employment program will have advanced in depth knowledge of the job skills required to compete for job openings that may become available. This partnership will advance knowledge, competency-based learning, and provide opportunities for KCTCS/JCTC students while benefiting the missions of both institutions.

Program

KCTCS/JCTC will retain a program using KCTCS/JCTC students to provide staffing and interpretation for the Boma African Petting Zoo and Wallaroo Walkabout. Staffing needs for these areas will be identified by the Zoo and provided to KCTCS/JCTC for planning purposes and ongoing staffing needs. The Zoo agrees to fund a full time KCTCS/JCTC Project Manager ("Project Manager") who will work in concert with Zoo administrators to provide the necessary student interpreters in the two main interpretive areas listed above. The Project Manager will act as the programmatic liaison between the Zoo and KCTCS/JCTC and will consult KCTCS/JCTC staff, departments, and academic leadership as needed to ensure all college academic requirements and employment requirements are met and maintained. The Zoo, through Assistant Director of Conservation, Education, & Collections or designee, will schedule and provide in depth training of Zoo requirements for the Project Manager, and additional training for interns/interpreters as determined by both parties. KCTCS/JCTC, through the Project Manager, will provide an orientation and training sessions before starting interns/interpreters in their positions. The content of Zoo related training will be developed in cooperation with the Assistant Director of Conservation, Education, & Collections and the Project Manager. In addition to the two interpretive areas listed above, there may be additional opportunities to utilize Zoo facilities to offer KCTCS/JCTC classes on site in a variety of disciplines. Additional opportunities may involve scheduled events with participation by KCTCS/JCTC students and faculty who may not necessarily be scheduled interns/interpreters in these exhibits. KCTCS/JCTC training curriculum for interns/interpreters will include educational storylines that emphasize African and Australian culture, natural history, animal domestication and respect for the earth. Any Zoological Sciences curriculum will be reviewed and approved by the Zoo for accuracy and appropriateness prior to implementation. It will be incumbent upon KCTCS/JCTC to create and supply any education programs offered onsite at the Zoo, and may supply educational artifacts for any Zoological

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Sciences related events or courses offered. Zoo staff will work with KCTCS/JCTC staff in program development, have management authority over this service in its entirety and approve all programs prior to public presentation.

The Zoo will provide instruction in the basics of animal husbandry, public safety, emergency procedures/protocols, and guest management as appropriate as part of the orientation programming for interns. This instruction will be coordinated through the Project Manager and the Zoo's Assistant Director of Conservation, Education, & Collections or designee. Species for which the Zoo and KCTCS/JCTC will share care and responsibility will include but is not limited to: African dwarf goats, Nubian goats, miniature donkeys, African tortoises, , red-necked wallabies, and emu.

KCTCS/JCTC will ensure student interns have an understanding along with Zoo-required training to help ensure that Zoo guests interact safely and respectfully with the animals, as well as assist with guest access and movement through the exhibits. The care of animals and exhibit areas will include some cleaning, animal feeding and general husbandry practices. In addition, the interns will have the opportunity to interact with Zoo guests and interpret Australian natural history in the Wallaby Walkabout exhibit.

Ongoing Program Management

Phase 1: Program Development/Leadership. KCTCS/JCTC will retain a position for the Project Manager within the KCTCS/JCTC personnel system. This position reports to the JCTC Office of Grants & Contracts. The Project Manager will consult the KCTCS/JCTC AVC of Academic Affairs as needed, who will help ensure the program and its offerings are in keeping with academic rigor and coordinated with the various academic program offerings of KCTCS/JCTC. The Project Manager is an employee of KCTCS/JCTC and will have responsibility for project oversight, administration, and management, under the supervision of a designated faculty or staff member selected by the Director of Grants & Contracts in agreement with the Vice Chancellor of Academic Affairs. This position, with support from the assigned KCTCS/JCTC Managing Supervisor, also acts as the programmatic liaison between KCTCS/JCTC and the Zoo. The Project Manager will recruit and place students in intern/interpreter positions, and be responsible for the record keeping, personnel management, and employee coverage at the sites included in this Agreement.

Phase 2: Recruitment/Selection. KCTCS/JCTC will recruit students for the internship/cooperative education opportunities that are created as a result of this program. The Project Manager will use a variety of methods to accomplish this task, and will include in-person and on-line approaches to inform students about this opportunity. Part of the recruitment phase may include the request that the Zoo participate in the Spring Fling or Student Fairs and bring an animal to the campus, as appropriate, to develop interest of students at the event.

Phase 3: Training. Students selected to intern and/or hired to interpret in this program must complete an orientation prior to beginning their internship or interpreter role. The content of this orientation will be developed jointly by the Project Manager and the Zoo Assistant Director of Conservation, Education, & Collections. Proper orientation is required to prepare students for situations they are likely to face and are Zoo specific. They include, but are not limited to: The

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Zoo and its mission, animal husbandry, public safety, interacting with guests, and emergency procedures.

Phase 4: Implementation. The Zoo is open seven days a week year-round (closed on Thanksgiving, Christmas, and New Year's Day), and offers extended hours on Thursday, Friday, and Saturday evenings during the months of June and July. The Zoo will provide information to KCTCS/JCTC regarding the staffing needs the Zoo expects KCTCS/JCTC to meet for the interpretive exhibits included in this Agreement. Realizing that the number of visitors at the Zoo vary from week to week, which can have a direct impact on staffing needs (weekends, week days, special events, etc.), the Zoo will provide ongoing information to KCTCS/JCTC regarding the possible impact on the interpretive exhibits included in this Agreement. The Project Manager will use this information to plan for appropriate levels of staffing. The goal of KCTCS/JCTC and the Zoo is to create and maintain an enriching, quality experience both for the participants and visiting guests.

Anticipated Fees and Compensation to KCTCS/JCTC	
Personnel Costs:	$132,334.95
Other Costs:	
Current Expense/supplies	1,195.00
Scholarships for participants (est. 5@ $500):	2,500.00
KCTCS/JCTC Indirect Costs:	3,970.05
TOTAL	$140,000.00

Fees can be established on an hourly, daily, weekly or monthly basis. It is suggested that service fees be determined at an hourly rate for interns with the Zoo billed monthly for services rendered.

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ATTACHMENT B

Insurance Requirements

1. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

   Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

2. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

   a. "The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."

3. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

   a. **COMMERCIAL GENERAL LIABILITY**: via the Occurrence Form, primary and non-contributory, with a $1,000,000 Combined Single Limit for any one Occurrence and $2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
      i. Premises - Operations Coverage
      ii. Products and Completed Operations
      iii. Contractual Liability
      iv. Broad Form Property Damage
      v. Independent Contractors Protective Liability

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vi. Personal Injury

b. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - $100,000 Each Accident/$500,000 Disease - Policy Limit/$100,000 Disease - Each Employee.

4. **ACCEPTABILITY OF INSURERS**: Insurance is to be placed with Insurance Companies with an A M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

5. **MISCELLANEOUS**

Contractor to furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

Upon execution or renewal of the contract, Certificates of Insurance as required above shall be furnished to ombcontractadmin@louisvilleky.gov.

Certificate Holder is:
Louisville/Jefferson County Metro Government
Office of Management and Budget
Procurement Division
611 West Jefferson Street
Louisville, Kentucky 40202

CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.

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ATTACHMENT LETTER C
LMCO 39.220

Louisville Metro Codified Ordinance Policy Requirement - Chapter 39.220-224

Requirements for Organizations Receiving Contracts Valued at $50,000 or More: 1. Prohibition Against Settlement Agreements Related to Workplace Sexual Assault or Harassment; 2. Nondisclosure Agreements that Prohibit the Release of Information Related to Unlawful Acts in the Workplace.

The Louisville Metro Government, in LMCO 39.220-224, has enacted the following requirements for "covered entities" (per LMCO 39.220, entities which have a contract or Tax Increment Financing Incentive valued over $50,000):

Reporting Requirements

(A) Each covered entity shall annually report to Louisville Metro internal complaints of workplace sexual harassment and sexual assault by *employees who reside or work in Louisville/Jefferson County.* The report shall be submitted to the Office of Equity. The report shall contain the following:

(1) The number of such complaints that were filed;

(2) Of those complaints in paragraph (1) of this subdivision, the number of complaints resolved;

(3) Of those complaints in paragraph (2) of this subdivision, the number of complaints which the covered entity investigated and deemed sexual harassment or sexual assault to have occurred;

(4) Of those complaints in paragraph (2) of this subdivision, the number of complaints which the covered entity investigated and deemed sexual harassment or sexual assault to have not occurred;

(5) Of the complaints in paragraph (2) of this subdivision, the number of complaints which the covered entity investigated but ultimately deemed inconclusive; and

(6) The number of complaints that were closed because the complaint was withdrawn by the reporting individual prior to a final determination.

Prohibited Settlement Agreements

(A) No covered entity may enter into a settlement agreement that prevents or restricts the disclosure of factual information related to a claim filed in a civil action or a complaint filed in an administrative action regarding the following:

(1) An act of workplace sexual assault;

(2) An act of workplace sexual harassment;

(3) Failure to prevent an act of workplace sexual assault or sexual harassment, or retaliation against a person for reporting or opposing workplace sexual assault or sexual harassment.

(B) Notwithstanding the restrictions in subsection (A), an employee with a claim for workplace sexual assault, workplace sexual harassment, failure to prevent workplace sexual assault or sexual harassment or retaliation for reporting or opposing workplace sexual assault or sexual harassment may voluntarily enter into a settlement agreement shielding the identity of the employee as well as factual information relating to the employee's claim if:

(1) The employee wants the information to remain withheld or confidential;

(2) The employee has consulted with an attorney;

(3) The employee is receiving additional compensation; and

(4) The employee has a period of time to contemplate the agreement and change their mind no less than ten days.

(C) Nothing in this section shall prohibit the entry or enforcement of a provision in any agreement that precludes the disclosure of the amount paid in settlement of a claim.

Nondisclosure Agreements

No covered entity shall, in exchange for a raise or bonus, or as a condition of employment or continued employment, require an employee to sign any agreement that prohibits the disclosure of information about unlawful acts in the workplace. This section does not prohibit the inclusion of a general release or

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waiver in an agreement related to an employee's separation from employment, provided that the release or waiver is otherwise lawful and valid. As used in this section "information about unlawful acts in the workplace" includes, but is not limited to, information pertaining to harassment or discrimination or any other conduct that the employee has reasonable cause to believe is unlawful.

Violations Of This Section

Any covered entity which enters into a settlement agreement or requires a nondisclosure agreement in violation of this section shall, upon the determination that the covered entity has violated this section, become ineligible for contracting with, receiving TIF incentives, receiving any other financial incentives, or receiving a grant or general budget funding from Metro Government for a period of five years. Additionally, any covered entity which enters into a settlement agreement or requires a nondisclosure agreement in violation of this section shall be considered to be in breach of its contract with Louisville Metro and shall be liable to Louisville Metro for liquidated damages in the amount of 10% of the amount of the contract, TIF incentive, financial incentive, or grant of funds awarded to the covered entity by Metro Government. This clause shall be included in all contracts or agreements entered by Metro Government after the effective date of this subchapter and shall not constitute the total amount of damages recoverable by Metro should an additional breach outside of the violations contained in the section occur.

LOUISVILLE METRO CODIFIED ORDINANCE POLICY CERTIFICATIONS

Prohibiting The City or Its Vendors from Engaging in Certain Hiring Policies and Practices Against Persons Previously Convicted of Crimes

The Louisville Metro Government, in Louisville Metro Codified Ordinance ("LMCO") Section 112.30, prohibited vendors from engaging in certain practices against persons previously convicted of crimes. Specifically, per LMCO 112.30(D):

(1) Vendors who apply for business with the City must follow the practice that initial vendor employment applications not contain a "box" or a question of inquiry on the initial application regarding an applicant's prior criminal history and applicants shall not be required to check or otherwise fill in a "box" or respond to an inquiry regarding an applicant's prior criminal history on the vendor's initial employment application, *unless as otherwise provided by or required by state and federal law*.

(2) The standards established in this chapter and the criminal history policies shall be a part of the evaluation criteria when awarding City contracts. The City shall retain at all times the authority to deny, rescind, revoke, terminate or not renew a contract with a vendor for failing to comply with the standards established in this section.

Exceptions. The requirements under this section are not applicable under certain conditions. Please indicate if one or more of the following conditions apply:

1. ☑ Vendor employees are involved with the transfer and handling of cash amounts in excess of $500 or that involve major fiduciary responsibilities (e.g. employees charged with investing funds, accounting, auditing, etc.)
2. ☑ Vendor employees are involved with access to confidential information, including but not limited to, social security numbers, bank account information, credit card information, or other combination of information that could be used for identity theft or related criminal activity.
3. ☐ Vendor employees are involved or may involve unsupervised access to children or minors under the age of 16, developmentally disabled persons or vulnerable adults.
4. ☐ Vendor employs positions with unsupervised access to homes of residents, in which they work alone without direct supervision, or they do not work in pairs or in teams of employees.
5. ☐ Employment positions or categories as may be required by law.
6. ☐ Vendor is prohibited by federal, state and/or local law from hiring an individual with a felony, which requires an applicant's conviction history.
7. ☐ Vendor is engaging with Louisville Metro Government through a sole source contract.

Jefferson Community and Technical College , affirms that it follows the practice set forth in LMCO 112.30 or that an exception applies as indicated herein. In addition, the Contractor understands and agrees that the provisions of LMCO 112.30(D)(2), applies to this certification.

Signature of Contractor's Authorized Official

Gary Dryden Vice Chancellor of Administration and C

Name and Title of Contractor's Authorized Official

06/24/2024

Date