

## AGREEMENT

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

### WITNESSETH:

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

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

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

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

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

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

#### **I. SCOPE OF PROFESSIONAL SERVICES**

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

**B.** University agrees as follows:

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

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

**II. FEES AND COMPENSATION**

**A.** The Metro Government shall contribute to University seventy-five percent of the Director's salary (a sum of **NINETY THREE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$93,750.00)**), 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 (total salary and fringe) shall be **ONE HUNDRED SIXTY THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$160,625.00)**, 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-SIX THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS AND SEVENTY FIVE CENTS (\$26,718.75)** toward payment of Director's fringe benefits.

Total annual payments to University by Louisville Metro under this Agreement shall not exceed **ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED SIXTY EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$120,468.75)**, which amount reflects Louisville Metro's obligation to pay seventy five percent of the Director's salary and its contribution toward payments of Director's fringe benefits provided by University.

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

C. University agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than July 15 of the following fiscal year. University agrees that original invoices that are not in Metro Government possession by this time will not be paid and University agrees to waive its right to payment for services billed under such invoices.

**III. DURATION**

A. This Agreement shall begin July 1, 2020 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: 9/22/2021

Date: 9/22/2021

**UNIVERSITY OF LOUISVILLE  
LEGALITY CONTINGENT UPON**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

DocuSigned by:  
*Lori Stewart Gonzalez*  
LORI STEWART GONZALEZ  
UNIVERSITY PROVOST

DocuSigned by:  
*Joel Neaveill*  
JOEL NEAVEILL  
DIRECTOR, PROCUREMENT

Date: 9/22/2021

Date: 9/22/2021

PSC 2022-xxxx Resilience with University of Louisville SPHIS for Payment of the Salary of the Homeless Services Director 080321.docx - [pr]

## **ATTACHMENT A**

The parties agree that Dr. Susan Buchino shall be appointed as Director of the Homeless Services Division, as of the effective date of this Agreement. University agrees as follows:

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

a. Providing leadership to the Homeless Services Division, and Planning and Evaluation;

b. Provide strategic leadership for all Homeless Services responsibilities and personnel, including formal supervision of all office staff, budget management, compliance and communication.

c. Provide expertise in the areas of Homelessness, i.e., Homelessness Taskforce, Homeless Initiative Recipient Model, Homeless Encampments, best practices, Homeless stakeholder partnerships, racial equity, preventive measures and interventions and relay this knowledge to Homeless Services, Louisville Metro Government, the University of Louisville, and the general public in order to support the Office of Resilience and Community Services.

d. Dr. Susan Buchino shall report to the Director of Office of Resilience and Community Services;

2. Dr. Susan Buchino, 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;

d. Lead research that fulfills established contracts with the University of Louisville.

### **ACCOUNTABILITY OF THE DIRECTOR**

1. Director shall be a University of Louisville employee assigned to the RCS; and

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