PROFESSIONAL SERVICE CONTRACT
SC00004754

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, and **LOUISVILLE METRO PUBLIC HEALTH AND WELLNESS,** herein referred to as **"METRO GOVERNMENT",** and **UNIVERSITY OF LOUISVILLE RESEARCH FOUNDATION,INC.(ULRF),** with offices located at 300 East Market Street, Suite 300, Louisville, KY 40202, herein referred to as **"ULRF",**

W I T N E S S E T H:

WHEREAS, the Metro Government desires to employ ULRF to expand its current wastewater monitoring functions on behalf of the Metro Government to include detection of more pathogens; and

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

WHEREAS, ULRF 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. <u>SCOPE OF PROFESSIONAL SERVICES</u>

A. ULRF shall perform wastewater monitoring as described on **ATTACHMENT A** hereto and fully incorporated herein.

II. <u>FEES AND COMPENSATION</u>

A. ULRF shall be reimbursed for the professional services rendered according to the terms listed in **ATTACHMENT B** attached hereto. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).**

Contract Terms Net 30.

B. The Metro Government shall reimburse for reasonable out-of-pocket expenses necessary to accomplish the scope of services of this Agreement. Examples of reasonable expenses include standard airfare, ground transportation, and per diem travel expenses in accordance with federal GSA rates, and office supplies and materials used in the production of deliverables required in the agreement, if applicable. Non-reimbursable expenses include: a) excessive travel costs such as business class or higher airfare, premium care rentals, and luxury accommodations; b) personal expenses; c) alcoholic beverages and entertainment; d) laundry, dry cleaning and pressing of clothing; e) travel insurance; f) parking fines; g) charges incurred because of indirect travel for personal reasons; h) gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility, i) and any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel. ULRF shall obtain pre-approval for any anticipated out-of-pocket expenses that are not addressed in this section.

C. ULRF agrees that all outstanding invoices at the end of the fiscal year (June 30) must reach the Metro Government no later than August 30 of the following year.

III. <u>DURATION</u>

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

B. This Agreement may be terminated 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; for the avoidance of doubt, if this Contract is terminated prior to its date of expiration and that termination date is prior to the end of a month, the Metro Government shall pay a pro-rate to ULRF for that month.

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 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 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 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.

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. <u>DEFENSE AND INDEMNITY</u>

ULRF agrees to be responsible for claims arising as a result of its actions under this contract, but only in the manner and to the extent expressly permitted by KRS 44.072-44.160 or KRS 49.030-49-49.180;further, this contract intended for the sole benefit of the parties hereto and no rights under this contract shall be bestowed upon any third party or parties as a result of this provisions contained herein.

VIII. <u>REPORTING OF INCOME</u>

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.

I**X. <u>GOVERNING LAW</u>**

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.

X. <u>AUTHORITY</u>

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.

XI. <u>ENTIRE AGREEMENT</u>

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.

XII. <u>SUCCESSORS</u>

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

XIII. <u>SEVERABILITY</u>

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.

XIV. 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.

XV. 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, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. 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.

XVII. MISCELLANEOUS

ULRF agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party unless the disclosure complies with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPPA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. ULRF shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this agreement, and ULRF agrees to negotiate and execute a mutually acceptable Health Department Business Associate Agreement, if applicable for the project. ULRF further agrees to require any of its subcontractors to both abide by the aforementioned HIPPA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Health Department's Business Associate Agreement, if applicable for the project. ULRF further agrees to require any of its subcontractors to both abide by the aforementioned HIPPA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Health Department's Business Associate Agreement that contains substantially the same terms as the Health Department's Business Associate Agreement.

The Metro Government and ULRF agree to comply with Title VI of Civil Rights Act of 1964 (42 U.S.C. § 12101 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.

XVIII. 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.

XIX. 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.

XX. 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.

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

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MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 7/31/2026

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

Signed by:

By: Kevin Moore

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Kevin Moore

Title: Director of Procurement

Date: 7/31/2026

UNVERSITY OF LOUISVILLE RESEARCH FOUNDATION

DocuSigned by:

By:

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Trey Bauer

Title: Dir., Office of Spons. Prog. Admin.

Date: 7/31/2026

DS

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7/27/2026

PurData/2-Non-Competive Contracts/FY27/PSC270001 Wastewater Surveillance

ATTACHMENT A

UNIVERSITY OF LOUISVILLE SCOPE OF WORK

FY2027 Louisville Metro Public Health Wastewater Surveillance

UofL Principal Investigator:
Ted Smith, Ph.D., Professor
Envirome Institute
Department of Medicine, Division of Environmental Medicine, University of Louisville

Introduction & Importance:

Wastewater-based epidemiology plays a crucial role in public health as it provides valuable insights into community health and environmental exposures. By analyzing wastewater samples, public health departments can detect the presence of pathogens, pollutants, and other substances that may pose risks to public health. This information enables timely interventions, informs public health policies, and helps protect community health from emerging threats.

Similar to FY26, the Envirome' s wastewater efforts in FY27 will be focused on episodic investigations into specific pathogens of interest.

To fill this gap, we are leveraging state support ($443,000.00) to provide supplemental data to LMPHW:

- Weekly sample analysis for ongoing (ex: SARS-CoV-2 and measles) and seasonal (ex: Flu) hazards in all 5 Jefferson County Water Quality Treatment Centers.
- Sharing of wastewater and clinical outcomes with the Kentucky State Department of Public Health and Centers for Disease Control (CDC).

Outline of Work:

Episodic investigations into emergent and/or transient hazards (ex: measles, Ebola, and West Nile virus). This work is inclusive of:

- Extraction and PCR analysis for episodic investigations of specific pathogens of interest.
- Provision of rapid response action recommendations for identified and emergent risks.
- Priority Targets:
  - Communicable diseases in focused areas of Metro (e.g.: Ebola,)
  - Vector-borne diseases (ex: West Nile Virus)
  - Additional targets to be determined by LMPHW

Project Deliverables

- Weekly wastewater updates reporting wastewater concentration for pathogens of interest and relevant clinical indicators.

- Reports on episodic investigations.

Period of Performance:

The term of the agreement is 12 months; July 1, 2026, through July 30, 2027.

ATTACHMENT B

Louisville Metro Wastewater FY27 Budget

PI name:	Ted Smith
Project title:	Louisville Metro Wastewater FY27
Start date:	7/1/2026
End date:	6/30/2027
Cost of living % increase	0.0%

Start date	7/1/2026
End date	6/30/2027

Salaries (Name)	Current salary	Adj salary	Effort %	Year 1	Cal Mos.
Ted Smith	$ 231,470		5%	$ 11,574	0.60
Lauren Anderson	$ 84,870		10%	$ 8,487	1.20
Rochelle Holm	$ 106,000		20%	$ 21,200	2.40
Kevin Sokoloski	$ 123,239		5%	$ 6,162	0.60
Caison Black	$ 50,603		15%	$ 7,590	1.80
				$ -	0.00
			TOTALS	$ 55,013	

Fringe benefits	GRA	Fringe %	Year 1
Ted Smith		22.5%	$ 2,604
Lauren Anderson		37.8%	$ 3,209
Rochelle Holm		22.8%	$ 4,825
Kevin Sokoloski		19.5%	$ 2,340
Caison Black		38.0%	$ 2,884
			$ -
		TOTALS	$ 15,862

Other expenses	Year 1
Sample Analysis (58 sample runs at $700 each)	$ 40,600
Supplies (sample bottles, reagents, primers, etc.)	$ 5,644
MSD Sample Collection	$ 10,000
TOTALS	$ 56,244

DETAILED BUDGET TOTALS	Year 1
Salary	$ 55,013
Fringe	$ 15,862
Equipment	$ -
Other expenses	$ 56,243
DIRECT COST SUBTOTAL	$ 127,118

MODIFIED TOTAL DIRECT COSTS	$ 127,118
F/A RATE	18.00%
F&A SUBTOTAL	$ 22,882

TOTAL COSTS	$ 150,000

Monthly Invoice
$ 12,500.00

COMMENTS

ATTACHMENT 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 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.

University of Louisville , 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.

K. R. "Trey" Bauer, MPA, CRA Digitally signed by K. R. "Trey" Bauer, MPA, CRA Date: 2024.10.24 11:50:32 -04'00'

Signature of Contractor's Authorized Official

Trey Bauer, Associate Director - Office of Sponsored

Name and Title of Contractor's Authorized Official

10/24/2024

Date