

RESOLUTION NO. 020, SERIES 2018

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE COURSE CONTRACT (ALLEY CAT ADVOCATES, INC. - \$50,000.00).

SPONSORED BY: COUNCILWOMAN MARIANNE BUTLER

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

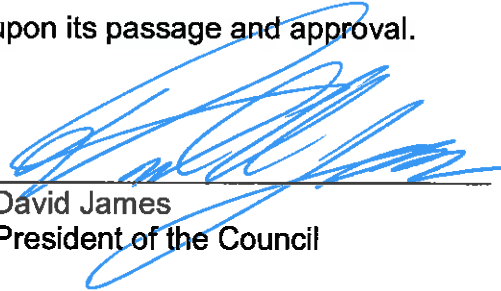
ANIMAL SERVICES

\$50,000.00 for a noncompetitively negotiated Sole Source Contract with Alley Cat Advocates, Inc. for professional services regarding the care and management of community cats located within Metro Louisville from March 1, 2018 through February 28, 2019.

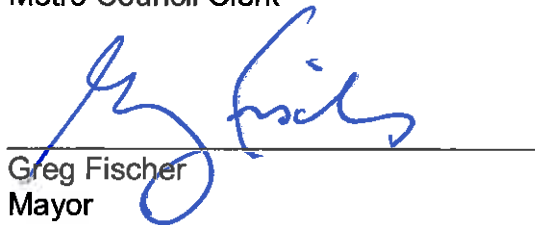
SECTION II: This Resolution shall take effect upon its passage and approval.



H. Stephen Ott  
Metro Council Clerk



David James  
President of the Council



Greg Fischer  
Mayor

3-1-18  
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell  
Jefferson County Attorney



BY: 



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Metro Animal Services	Department Contact	Skip Kalkhof
Contact Email	skip.kalkhof@louisvilleky.gov	Contact Phone	502-574-5385

Contract Type: check one	<input type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	03/01/2018	02/28/2019		

**VENDOR INFORMATION**

Vendor Legal Name	Alley Cat Advocates, INC.			
DBA				
Point of Contact	Karen Little	Email	karen.little@alleycatAdvocates.org	
Street	3044 Bardstown Rd.			
Suite/Floor/Apt	204	Phone	502-634-8777	
City	Louisville	State	KY	Zip Code 40205
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	\$50,000		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	430	4871	487101	522998
Payment Rate		per hour		per day	per service
	\$3,333.00	per month		Other	
Payment Frequency	<input checked="" type="checkbox"/>	Monthly	Upon Completion / Delivery		
		Quarterly		Other	



**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

**Objective:** To offer citizens of our community – Louisville/Jefferson County - the easiest, most user friendly method of managing their interactions with community cats, whether those interactions be positive or negative, while simultaneously humanely reducing the number of community cats both sheltered at LMAS and living in our community at large.

In partnership with Louisville Metro Animal Services (LMAS), Alley Cat Advocates (ACA) agrees to provide the following TNR services on behalf of LMAS to the citizens of Louisville/Jefferson County: (See Attached).

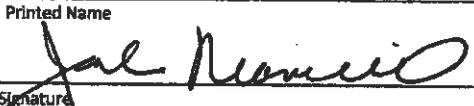
**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Alley Cats Advocates is the expert in Jefferson County in regards to community cats. They are the sole entity in Jefferson County and works closely with Metro Animal Services in regards to the TNR program for community cats.

**AUTHORIZATIONS:** Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director  Date 11/14/18  
 Signature Ozzy Gibson  
 Printed Name

Purchasing Director  Date 11/19/18  
 Signature Joel Neaveill  
 Printed Name

## **AGREEMENT FOR SOLE SOURCE PURCHASE**

**THIS CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its DEPARTMENT OF ANIMAL SERVICES, herein referred to as "METRO GOVERNMENT", and ALLEY CAT ADVOCATES, INC. with offices located at 3044 Bardstown Road, Number 204, Louisville, Kentucky 40205, herein referred to as "CONTRACTOR",**

### **WITNESSETH:**

**WHEREAS, the Metro Government wishes to purchase services regarding the care and management of community cats located within Metro Louisville; and**

**WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide same,**

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

**I. SCOPE**

**A. Contractor shall, at the request of the Metro Government, provide the services described on Attachment A attached hereto and fully incorporated herein.**

**II. FEES AND COMPENSATION**

**A. The Metro Government shall pay Contractor THREE THOUSAND THREE HUNDRED AND THIRTY THREE DOLLARS (\$3,333.00) per month. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000.00).**

**B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore 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 accounting of the service provided under the contract during said month. If applicable, copies of invoices or receipts**

for out-of-pocket expenses and other third party charges must be included with the Contractor's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Contractor's final invoice shall indicate a descriptive accounting of service as described heretofore.

C. Contractor shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. 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.

D. Contractor, 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 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 Agreement shall begin March 1, 2018 and shall continue through and including February 28, 2019.

B. This Agreement may be terminated by submitting sixty (60) 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. 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 Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

#### **IV. 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) 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.

#### **V. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness,

death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**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. 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.

**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 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.

**VIII. AUTHORITY**

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

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

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

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

Date: 1/25/18

  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 1/30/18

ANIMAL SERVICES

  
OZZY GIBSON, DIRECTOR

Date: 1/26/18

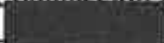
ALLEY CAT ADVOCATES, INC.

By: Karen Little

Title: Executive Director

Date: 1-26-18

Taxpayer Identification Number  
(TIN): 

Louisville/Jefferson County  
Revenue Commission Account  
No.: 

## ATTACHMENT A

### **Community Cat Management**

Objective: To offer citizens of our community – Louisville/Jefferson County - the easiest, most user friendly method of managing their interactions with community cats, whether those interactions be positive or negative, while simultaneously humanely reducing the number of community cats both sheltered at LMAS and living in our community at large.

In partnership with Louisville Metro Animal Services (LMAS), Alley Cat Advocates (ACA) agrees to provide the following TNR services on behalf of LMAS to the citizens of Louisville/Jefferson County:

#### **TNR functions**

**Respond to contacts coming to LMAS regarding community cats in a timely manner**

- *ACA agrees to respond to contacts in the order received be they contacts routed through LMAS or received directly by ACA.*
- *ACA agrees to respond to all contacts in the same timeframe regardless of having been routed through LMAS or received directly by ACA*
- *The Director of LMAS or his designee may, from time to time, request that a contact be addressed out of the order received.*

**Provide assistance through education, referrals, trapping, deterrents, and spay/neuter appointments**

- *ACA agrees to participate in joint public events (festivals, etc.) to introduce and further communicate the benefits of TNR when appropriate*
- *ACA agrees to refer citizens to appropriate local resources to best meet their TNR needs, including to other rescue groups for spay/neuter vouchers, for example, to assist in the cost of ACA scheduled surgeries*
- *ACA agrees to provide trapping services for citizens requesting this service*
- *ACA agrees to provide support, including deterrents when deemed appropriate, to citizens requesting removal of community cats*
- *ACA agrees to schedule spay/neuter surgery appointments for callers routed through LMAS in the same manner as done for calls received directly by ACA*

**Complete necessary documentation, paperwork, and appointment setting**

- *ACA agrees to provide LMAS needed documentation for statistical and data collection purposes for all calls received and surgeries scheduled*

**Support work of trap distribution, cat check-in, surgical processes, rehab care and coordination**

- *ACA agrees to provide traps, trap training, and needed paperwork to citizens scheduled for surgery through ACA*
- *ACA agrees to check-in cats scheduled for surgery*
- *ACA agrees to negotiate high quality surgeries and support, including vaccinations, with appropriate service providers*
- *ACA agrees to provide cats, regardless of source of contact, with after care following ACA standards of care*

In partnership with Louisville Metro Animal Services (LMAS), Alley Cat Advocates (ACA) agrees to support LMAS – through consultation regarding best practices, assistance in the development of processes and procedures, including training as requested - as LMAS provides the following RTF services to the citizens of Louisville/Jefferson County:

### **RTF functions**

**Intake, Information gathering, Assessment, Housing, Surgery, Release, and Post-Release**

- *LMAS is responsible for these aspects of RTF*

**When a need for TNR is identified as a function of RTF – a caretaker with TNR needs is identified when a single community cat is impounded, for example –**

- *ACA will respond to that information when received through the established method of sharing contacts with ACA and in the way documented above.*

### **General Partnership Requirements**

**To ensure quality service to citizens**

- *ACA will supply caretaker location information when needed to LMAS*
- *LMAS will supply caretaker location information when needed to ACA*
- *ACA and LMAS will meet on a regular basis to ensure accountability and ultimate success of the partnership*

*Both parties agree that this partnership can be voided, with or without cause, with 60 day notice*