



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

Department	Louisville Forward	Department Contact	Theresa Zawacki
Contact Email	theresa.zawacki@louisvilleky.gov	Contact Phone	502-574-2657

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)	✓			
Requested Contract Dates (MM/DD/YYYY)	Start 11/01/2016	End 11/01/2017 03/01/17		

VENDOR INFORMATION

Vendor Legal Name	Ian Michael Herrick						
DBA	n/a						
Point of Contact	Ian Herrick			Email	herrickim@gmail.com		
Street	118 N Hite Avenue						
Suite/Floor/Apt		Phone	502-338-5354				
City	Louisville		State	KY	Zip Code	40206	
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	\$36,480		(including reimbursement expenses, if applicable)				
Fund Source: General Fund	✓						
Federal Grant		Federal Granting Agency					
Other	✓	Describe:		Kentucky Agricultural Development Board			
Account Code String #	2601	505	3334	333407	521301		
Payment Rate	\$19.00	per hour		per day		per service	
	\$3,040.00	per month		Other			
Payment Frequency		Monthly		Upon Completion / Delivery			
		Quarterly	✓	Other	biweekly		



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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.

Mr. Herrick will assume the position of Louisville Farm to Table Associate. His duties will include providing direct technical assistance to small, young and beginning farmers interested in reaching new market opportunities with their edible agricultural products, providing support for the Louisville Farm to Table Coordinator, Sarah Fritschner, in the areas of social media/communication, event planning, and others as assigned. Mr. Herrick will additionally provide basic business planning support for farmers to help them refine their practices to maximize economic return, and will connect farmers to other technical assistance providers as required to address their needs.

Please note multiple cost centers are associated with this position. All invoices should be split equally between:
2601-505-3334-333407-521301
1101-505-3334-333407-521301

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.

Mr. Herrick was identified after a formal job posting and interview process. Approximately 20 resumes were received, and three candidates were interviewed. Mr. Herrick possesses the personality, educational, and professional skills required to perform the work described above. A resume is attached.

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 Jeff Mosley Date 10/23/16
Signature

Printed Name

Purchasing Director Joel Neaveill Date 10/25/16
Signature
Joel Neaveill

Ian Michael Herrick

118 North Hite Avenue • Louisville, KY 40206 • herrickim@gmail.com • (502) 338-5354

EDUCATION

James Madison University, Harrisonburg, VA (May 2010)

Bachelor of Business Administration, Management (Technology, Innovation, Entrepreneurship)

RELEVANT EXPERIENCE

YouthBuild Louisville, *Environmental Education Coordinator*, Louisville, KY (September 2014-present)

AmeriCorps, *Full-Time Service Member*, Louisville, KY (September 2014-August 2015)

- Developed the YouthBuild Environmental Education job training track for students of the YouthBuild Louisville program, which helps unemployed youth receive vocational training in landscape and horticulture
- Ensured that grant requirements for the YouthBuild Louisville Environmental Education job training program are met by administering a budget of \$50,000
- Lead community service projects with the students of YouthBuild Louisville which focused on installing gardens and green spaces in the greater Louisville community
- Traveled as a mentor to Versailles, France with four YouthBuild Louisville students to study French intensive gardening practices
- Managed the YouthBuild greenhouse and half-acre urban farm

Pepsi Beverages Company, *Key Account Manager*, Roanoke, VA (September 2011-April 2012)

- Oversaw the execution of market-wide sales plans and strategies developed specifically for both Walmart and Kroger accounts within the western region of the Virginia Market Unit
- Established strong relationships and planned quarterly sales meetings with Walmart and Kroger managers
- Built a yearlong, comprehensive sales forecast and tracked it weekly for accuracy and reporting
- Worked directly with inventory managers and demand planners to increase forecasting accuracy at the market level
- Ensured proper execution of market-wide sales programs by establishing strong relationships with Pepsi employees responsible for servicing accounts

Pepsi Beverages Company, *Territory Coordinator*, Bristol, VA (July 2010-September 2011)

- Responsible for executing market-wide strategy of selling Gatorade products in a previously untapped market
- Secured 165 new accounts for PBC within the first month of working in the territory
- Developed and signed account specific customer development agreements for the sale of specific Pepsi products
- Completed three months of management training in Johnson City, TN

OTHER EXPERIENCE

Herrick Electric Corporation, *Delivery Driver*, Louisville, KY (January 2014-August 2014)

- Delivered electrical motors and supplies to customers daily
- Assisted with invoicing and payroll

Rancho Mastatal, *Sustainable Studies Intern*, Mastatal, Costa Rica (December 2012-September 2013)

- Designed and installed a breadfruit and banana orchard and organized several land remediation projects

COMMUNITY INVOLVEMENT

The Cultivators (an affiliate of Botanica), *Secretary and Co-Founder*, Louisville, KY (October 2015-present)

- Co-founded the Cultivators as the young professional arm of Botanica

New Roots Fresh Stop Market, *Treasurer*, Smoketown Louisville, KY (March 2015-present)

Love Louisville Trees, *Citizen Forestry Team Leader*, Louisville, KY (March 2014-present)

Louisville Green Institute (an affiliate of Center for Neighborhoods), Graduate, (May 2014)

SKILLS

Languages: Conversational Spanish

Leadership: Compassionate Leadership Training (International Center for Compassionate Organizations)

AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF ECONOMIC DEVELOPMENT**, herein referred to as "**METRO GOVERNMENT**", and **IAN HERRICK**, with offices located at 118 North Hite Avenue, Louisville, Kentucky 40206, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to coordination of the Louisville Farm to Table Program; and

WHEREAS, the Consultant 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. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant'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. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:

Serve as an associate for the Louisville Farm to Table program. Duties shall include providing direct technical assistance to small, young and beginning farmers interested in reaching new market opportunities with their edible agricultural products, providing support for the Louisville Farm to Table Coordinator in the areas of social media/communication, event planning, and other matters as assigned. Consultant shall provide basic business planning support for farmers to help them refine their practices to maximize economic return, and will connect farmers to other technical assistance providers as required to address their needs.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **NINETEEN DOLLARS (\$19.00)** per hour. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **THIRTY SIX THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$36,480.00)**.

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 the contract, the particular nature of such service

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

C. Consultant 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. Consultant, 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 is a professional service contract which shall begin November 1, 2016 and shall continue through and including March 1, 2017.

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. 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 Consultant 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 Consultant 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

Consultant 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 Consultant'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 Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant'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 Consultant'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.

VI. HOLD HARMLESS CLAUSE

The Consultant 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 Consultant's (or Consultant'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 breach of contract, and (2) not caused by the negligent act or omission or willful misconduct 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.

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

VIII. 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.

IX. AUTHORITY

The Consultant, 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.

X. 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.

XI. 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.

XII. OCCUPATIONAL HEALTH AND SAFETY

Consultant 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. Consultant 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 Consultant performs work under this Agreement. Consultant 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.

XIII. SUCCESSORS

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

XIV. 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.

XV. 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.

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

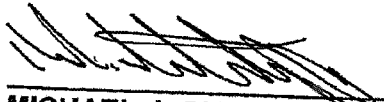
XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XVIII. 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 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


JEFF MOSLEY, DIRECTOR
LOUISVILLE FORWARD

Date: 10-26-16

Date: 10/27/16

IAN HERRICK


IAN HERRICK

Date: 10/27/2016

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____