



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

Department	Human Resources	Department Contact	Penny Wales Bland
Contact Email	Penny.Bland@louisvilleky.gov	Contact Phone	(502) 574-3089

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service		✓	✓	
Sole Source (goods/services)				
Requested Contract Dates (MM/DD/YYYY)	Start	End		
		09/30/2019		

VENDOR INFORMATION

Vendor Legal Name	Northern Kentucky University ADR Center			
DBA				
Point of Contact	Michael Carrell, Director	Email	carrellm@nku.edu	
Street	Nunn Drive, Business Education Psychology Center			
Suite/Floor/Apt				
City	Highland Heights	Phone	(859) 572-6584	
		State	KY	Zip Code 41009
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	\$100,000.00		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:	5023	502301	
Account Code String #	1101	225	5030	503000	521301
Payment Rate	per hour	\$800.00	per day		per service
	per month		Other		
Payment Frequency	✓	Monthly	Upon Completion / Delivery		
		Quarterly	Other		



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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.

To serve as a consultant in regard to Labor Relations and negotiations for Metro Government. Service shall include but not be limited to labor relations and advising on other labor matters. The work product or deliverables of consultant shall include but not be limited to complete and negotiated agreements with labor unions that represent Metro Government employees, and other reports or correspondence as may be required to negotiate labor contracts and advise on other labor matters.

Consultant shall be reimbursed for professional services rendered in an amount equal to Eight-Hundred Dollars (\$800.00) per negotiation session.

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.


Metro Government is in need of certain professional services with respect to labor negotiation and advising on other labor matters and there is a single source within a reasonable geographic area of the service to be procured or leased. The consultant has been determined by Metro Government to have the necessary experience, expertise and qualifications to provide those services. The consultant has been negotiating and mediating union contracts for over 38 years throughout the states of Kentucky, Ohio and Indiana. The consultant is the Director of the Alternate Dispute Resolution Center at Northern Kentucky University and teaches classes in Human Resources, Labor Relations and Negotiations. The consultant has also authored several books on Labor Relations, union contract negotiations and dispute resolutions.

The consultant has currently been negotiating union contracts (representing 2/3 of our employees) for Metro Government for over 11 years and is familiar with our Collective Bargaining Agreements (CBAs), ordinances and our administration. Metro Government is already using the consultant to negotiate six (6) of the seven (7) union contracts that expired on June 30, 2017, which three (3) have already settled (one being Teamsters Master). The consultant has also negotiated and is now preparing to go into mediation with the remaining three (3) union contracts who have voted to merge into a single "Master" agreement. Metro Government has an additional six (6) union contracts that will expire June 30, 2018, including Police and Fire, which the consultant has negotiated in the past and is already in active negotiations with Fire.

(see attached additional documentation)

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 7/17/18
 Signature John P. Hamm
 Printed Name

Purchasing Director  Date 8/22/18
 Signature Joel Neaveil
 Printed Name

The consultant only charges for attending negotiation sessions and does not charge for preparing the contract proposals, phone conferences or weekly phone meetings with the administration. Also, when this administration had sought to bring in another vendor during the consultants absence last year, they could not find anyone with the experience and expertise to take on the job for the same or a lesser amount.

AMENDMENT TO AGREEMENT

This Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE OF MANAGEMENT AND BUDGET**, herein referred to as "**METRO GOVERNMENT**", and **NORTHERN KENTUCKY UNIVERSITY** with offices located at BC 311, Nunn Drive, Highland Heights, Kentucky 41099, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government and Consultant entered into a small purchase Agreement for labor negotiation and advising on other labor matters; and

WHEREAS, the parties wish to amend the Agreement by increasing its not-to-exceed amount, its duration and adding terms required by Kentucky law;

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

Section I. That Agreement Section II, Fees and Compensation, Subsection A is hereby amended in its entirety to read as follows:

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **EIGHT HUNDRED DOLLARS (\$800.00)** per negotiation session. Total compensation payable to Consultant for services rendered pursuant to this Agreement shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

Section II. That Agreement Section III, Duration, Subsection A, is hereby amended in its entirety to read as follows:

A. This is a professional service contract which shall begin October 1, 2017 and shall continue through and including September 30, 2019.

Section III. That there is hereby added to the Agreement the following language as Agreement Section XVIII, such language being required by Kentucky law:

XVIII. 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.

Section IV. That there is hereby added to the Agreement the following language as Agreement Section XIX, such language being required by Kentucky law:

XIX. 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.

Section V. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

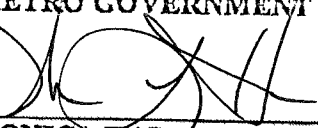
WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND LEGALITY:


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

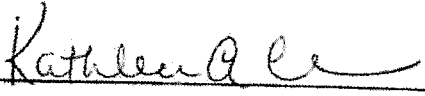
Date: 8/23/18

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT


MONICA HARMON,
FINANCE DIRECTOR, OFFICE OF
MANAGEMENT AND BUDGET

Date: 9/24/2018

NORTHERN KENTUCKY UNIVERSITY

By: 
Title: Director, ADR Center
Date: 9/12/18

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____