



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

Department	Mayor's Office	Department Contact	Jeff Moseley
Contact Email	jeff.moseley@louisvilleky.gov	Contact Phone	574-2019

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service		✓	✓	
Sole Source (goods/services)				
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	03/16/2018	06/30/2018		

**VENDOR INFORMATION**

Vendor Legal Name	Dickinson Wright, PLLC				
DBA					
Point of Contact	Kerry Harvey	Email	kharvey@dickinsonwright.com		
Street	300 West Vine Street				
Suite/Floor/Apt	Suite 1700	Phone	859-899-8700		
City	Lexington	State	KY	Zip Code	40507
Federal Tax ID#	38-1364333	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	<b>\$141,743</b>		(including reimbursement expenses, if applicable)		
Fund Source: General Fund					
Federal Grant	Federal Granting Agency				
Other	Describe:				
Account Code String #	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Payment Rate	\$275.00	per hour		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 conduct a wide-ranging special investigation into allegations connected to the LMPD Explorer Program.

**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.

Additional funds and the extension of the expiration date are needed for this professional service contract to see the special investigation to its proper conclusion. The current contract amount of \$70,000.00 will be increased to a total amount of \$141,743.23 and the expiration date extended to June 30, 2018.

**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 *Jeffrey Mosley* Date 6/1/18  
Signature

JEFFREY MOSLEY  
Printed Name

Purchasing Director *Monica Harmon* Date 6/6/18  
Signature

Joel Neaveill Monica Harmon

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE OF THE MAYOR**, herein referred to as "**METRO GOVERNMENT**", and **DICKINSON WRIGHT PLLC**, with offices located at 300 West Vine Street, Suite 1700, Lexington, Kentucky 40507 herein referred to as "**ATTORNEY**",

### WITNESSETH:

**WHEREAS**, the Metro Government and Attorney entered into an Agreement concerning professional services with respect to matters related to the LMPD Explorer Program; and

**WHEREAS**, the parties wish to amend the Agreement by increasing its not-to-exceed amount and extending its duration;

**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. Attorney shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A. Total compensation payable to Attorney for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **ONE HUNDRED FORTY ONE THOUSAND SEVEN HUNDRED FORTY THREE DOLLARS AND TWENTY-THREE CENTS (\$141,743.23)**.

**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 March 17, 2017 and shall continue through and including July 31, 2018.

**Section III.** 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 CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS AMENDMENT BY THE  
METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

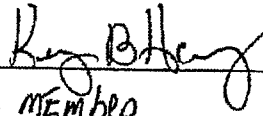
  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
GREG FISCHER, MAYOR

Date: 6/6/18

Date: 7/11/18

DICKINSON WRIGHT PLLC

By:   
Title: MEMBER  
Date: 6/11/18

PSC 2017-xxxx Mayors Office with Dickinson Wright PLLC Second Amendment 041618.doc - [pr]