

CONTRACT DATA SHEET

Finance Policy

PSC Type (check one): ☐ New ☐ Addendum Sole Source: ☐ Yes ☐ No

Contractor Information

1. Legal Name of Contractor: Sarah Fritschner, DBA Better World PR
2. Address: 2125 Douglass Boulevard
3. City, State, & Zip: Louisville, KY 40205
4. Contact Person Name & Telephone Number: 502-398-6457
5. LeAP Supplier #: _____
6. Revenue Commission Taxpayer ID#: [REDACTED]
7. Federal Tax ID # (SSN if sole proprietor): [REDACTED]

Department Information

8. Requesting Department: Economic Development
9. Contact Person Name & Telephone: Theresa Zawacki x2657

Contract Information

10. Not to exceed amount: \$ 120,000
11. Are expenses reimbursed? yes
12. If yes list allowable expenses and maximum amount reimbursable: see contract
13. Beginning and ending date of the contract: September 15, 2014- September 15, 2015
14. Coding: 2801 505 3334 333404 4 1105-505-7334-333404
15. Funding Source Kentucky Ag. Dev. Bd, Lou Metro Gen Fund, Berry Center Donation Federal Funds yes no
16. Scope & Purpose of the contract:
Funding through the KADB, Louisville Metro Government and donations through the Berry Center will support the Louisville Farm to Table Program. The Program connects farmers with buyers of local food, and works with buyers to encourage additional purchases of local food.

Attach all justification documentation to this form, along with signed Written Findings Form.

Authorizations

Department Director: [Signature] Date: 9/15/14
Department certifies:

- ☒ Funds are available
- ☒ Contractor is registered and in good standing with the Revenue Commission
- ☒ Human Relations Commission registration requirements have been met
- ☒ Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII - Federally Funded Contracts & Agreements

Purchasing: Approval of Sole Source Designation

Date: _____

Risk Management: Certifies Insurance requirements satisfied.

Date: 11-6-14

County Attorney:

Date: _____

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X _____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

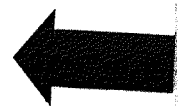
_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

E. Jeffrey Mosley
Requesting Department Director _____ Date _____
Marian Salim
OMB/Purchasing Approval _____ Date 9/23/14

**Mayor _____ Date _____
**Signature is required only for Written Finding A





DEPARTMENT OF ECONOMIC GROWTH AND INNOVATION
LOUISVILLE, KENTUCKY

GREG FISCHER
MAYOR

TED SMITH
DIRECTOR

TO: Matt Yates
FROM: Jeff Mosley *gjm*
DATE: September 15, 2014
RE: Sarah Fritschner's Contract

Sarah Fritschner's contract with the Louisville/Jefferson County Metro Government expired on September 15, 2014. Her funding under the most recent grant extends through 2016. Please accept this memo as my request to renew Ms. Fritschner's contract through October 15, 2015.

Ms. Fritschner is uniquely qualified to serve as the Coordinator of the Louisville Farm to Table Program. She has spent her career building relationships with regional farmers, restaurateurs, distributors, processors, and institutions, and has coordinated the Program for the past two years. The success of the Program is based entirely on her network and the relationships she has cultivated. Ms. Fritschner received a number of awards related to her work, including Project's Warm Green Spark Leadership Award, which is awarded to an individual whose personal example, volunteer efforts, and effective leadership have made a significant difference in the energy-saving attitudes and practices of our community. The Louisville Farm to Table Program has been recognized nationally for its success, which is a direct result of Ms. Fritschner's efforts. There are no comparable vendors or consultants who are qualified to continue the Louisville Farm to Table Program, and Ms. Fritschner should be regarded as the sole source for this work.

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT FOR ECONOMIC GROWTH AND INNOVATION** herein referred to as **"METRO GOVERNMENT"**, and **SARAH FRITSCHNER d/b/a Better World PR**, with offices located at 2125 Douglass Blvd., Louisville, KY 40205, herein referred to as **"CONTRACTOR"**,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services regarding the linking of Louisville food buyers to regional farmers; and

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

C. If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Contractor 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 Contractor shall include but not be limited to the following: Professional services regarding the linking of Louisville food buyers to regional farmers.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal **FIFTY DOLLARS (\$50.00)** per hour. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00)**.

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 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 daily accounting of hours expended 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 is a professional service contract which shall begin, September 15, 2014 and shall continue through and including September 14, 2015.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

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.

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. 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.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to 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 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 is 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.

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 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.

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 are 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

Contractor 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. Contractor 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 Contractor performs work under this Agreement. Contractor 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, Contractor 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.

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: _____

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
ECONOMIC DEVELOPMENT DEPARTMENT**

By:

Jeffrey Mosley

Title:

Deputy Chief

Date:

10/27/14

CONTRACTOR:

SARAH FRITSCHNER d/b/a Better World PR

SARAH FRITSCHNER

Date:

10-13-14

**Taxpayer Identification No.
(TIN):** [REDACTED]

**Louisville/Jefferson County
Revenue Commission Account
No.:** [REDACTED]