AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its METRO COUNCIL herein referred to as "METRO GOVERNMENT", and LOUISVILLE FEDERATION OF MUSICIANS LOCAL NUMBER 11-637, a Kentucky corporation, with offices located at 1436 Bardstown Road, Louisville, Kentucky 40204, herein referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to musical performances; 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. All musical services provided under this Agreement shall be administered by the Consultant. All agents, employees or musical ensembles utilized by

the Consultant in the execution of this Agreement shall be members in good standing of Consultant.

- 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:
 To provide musical performances and musical ensembles.

II. FEES AND COMPENSATION

- A. Consultant shall be reimbursed for professional services rendered according to the terms of Attachment A attached hereto and fully incorporated herein. Total compensation payable to Consultant for services rendered pursuant to this agreement shall not exceed **THIRTY THOUSAND DOLLARS** (\$30,000.00).
- 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 and the particular nature of such service. Copies of invoices or receipts for 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. The Metro Government shall not reimburse out of pocket expenses under this Agreement.
- D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings 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. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

- **A.** This is a professional service contract which shall begin July 1, 2015 and shall continue through and including June 30, 2016.
- 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. <u>EMPLOYER/EMPLOYEE RELATIONSHIP</u>

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. <u>INSURANCE REQUIREMENTS</u>

Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION 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.

VIII. 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.

IX. 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.

X. <u>AUTHORITY</u>

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.

XI. 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.

XII. 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.

XIII. 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.

XIV. SUCCESSORS

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

XV. 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.

XVI. 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.

XVII. 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.

XVIII. <u>CAPTIONS</u> 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.

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:	LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
MICHAEL J. O'CONNELL JEFFERSON COUNTY ATTORNEY	GREG FISCHER, MAYOR
Date:	Date:
	METRO COUNCIL
	DAVID TANDY, PRESIDENT
	Date: 6-19-15
	H. STEPHEN OTT, CLERK OF THE COUNCIL
	Date: 4-11-2015
	LOUISVILLE FEDERATION OF MUSICIANS LOCAL NUMBER 11-637
	By: Jew OMaly
	Title: President Sec Treasurer
	Date: 6/11/15
	Taxpayer Identification No. (TIN): 61-0288994
	Louisville/Jefferson County Revenue Commission Account

ATTACHMENT A

SCHEDULE B

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Consultant shall not allow any subcontractor to commence work until the insurance required of such sub-contractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of sub-contractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved sub-contractor) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on Contractor's or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - 1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, noncontributory ,with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

LOUIFED-01

MSIMPSON



CERTIFICATE OF LIABILITY INSURANCE

6/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(r).

c	ertificate holder in lieu of such endo	seme	nt(s)).			tement on a	no continuate does not (Jonner	nynts to the
	DUCER				CONTA NAME:					
Epi 970	Insurance Solutions, LLC 0 Ormsby Station Rd Suite 200				PHONE (A/C. N	o, Ext); (502) 8	05-3742	FAX (A/C No.)	(502)	805-2626
Lou	isville, KY 40223				E-MAIL ADDRE	ss: epic@ep	oicinsuranc	esolutions.com	(/	
								RDING COVERAGE		NAJC#
					INSURE	RA: Ohio Se				24082
INS	JRED				INSURE	RB: Kentuc	ky Employe	ers Mutual Ins		13020
	Louisville Fed of Musicians			83.0		Rc : Ohio Ca				24074
	1436 Bardstown Rd				INSURE	RD:				- 1021
	Louisville, KY 40204				INSURE	RE:				
			DAMPER OF STREET		INSURE					
CO	VERAGES CER	RTIFI	CATE	NUMBER:				REVISION NUMBER:		
C	HIS IS TO CERTIFY THAT THE POLIC IDICATED. NOTWITHSTANDING ANY I ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER	TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFOR	N OF A	NY CONTRA	CT OR OTHER	R DOCUMENT WITH RESPI	ECT TO	MALICH THIC
NSR		ADDL	SUBR				POLICY EXP		ne	
A	X COMMERCIAL GENERAL LIABILITY	11420	MAAD	NSGMON TOLLO		(MM/DD/YYYY)	(MINIDUITYYY)	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			BKS55452871		02/14/2015	02/14/2016	DAMAGE TO RENTED		1,000,000
				A sellipse residence and a state of the sellipse and a sellipse an				PREMISES (Ea occurrence) MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMPIOP AGG	\$	2,000,000
	OTHER:							THODOCIG-COMPTOP AGG	\$	2,000,000
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS	İ						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
								(i ci dodiccin)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			390473		02/18/2015	02/18/2016	E.L. EACH ACCIDENT	\$	100,000
	(Mandatory In NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,000
C	Property Section			BKS (14) 55 45 28 71		02/14/2014	02/14/2015	Building		438,459
he	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Louisville/Jefferson County Metro Gov espects to operations of the Named Ins	ernm	ent, it	ts elected and appointed o	fficials,	e attached if mor employees, i	e space is requir agents and si	^{ed)} uccessors are added as a	n addit	ional insured
CE	RTIFICATE HOLDER				CANC	ELLATION				
- 100	Louisville/Jefferson County Budget, Risk Mgmt Division 611 West Jefferson St Louisville, KY 40202		o Gvi	mt, Office of Mgmt &	SHO THE ACC	ULD ANY OF 1	N DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEL	ED BEFORE LIVERED IN

CONTRACT DATA SHEET

PS	C Type (check one):New_X_RenewalAddendum
	Contractor Information
1.	Legal Name of Contractor: Louisville Federation of Musicians Local 11-637
2.	Address: 1436 Bardstown Road
3.	City/ State & Zip: Louisville KY 40204
4.	Contact Person Name & Telephone Number: Lisa Weaver 451-7509
5.	Revenue Commission Taxpayer ID#: 591528
6.	If registration is not required please explain:
7.	Is account in good standing: YES
8.	Federal Tax ID # (SSN if sole proprietor): 61-0288994
9.	Department Information
1	Requesting Department: Louisville Metro Council
10.	Contact Person Name & Telephone: H. Stephen Ott 574-3085
	Contract Information
11.	Not to exceed amount: \$30,000
	Are expenses reimbursed? No
1	If yes list allowable expenses and maximum amount reimbursable:
	Beginning and ending date of the contract: July 1, 2015 - June 30 2016
	Outline 4404 ABB BBB BBB
	Funding Source Federal Funds yes no
17.	Scope & Purpose of the contract: Provide musical entertainment for non-profit groups and events that
	are free to the public to promote neighborhood unity and quality of life initiatives.
<u> </u>	
	Authorizations
Dep	The County Attorney has written the attached Professional Service Contract and has approved document as to the legality of the instrument liself only and as to its form. Partment Director: Date: 6 * 8 * 15 * 15 * 15 * 15 * 15 * 15 * 15
Revit	sed - Sept 2010

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 for PSC Contract # 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.
Requesting Department Director Date Date
Meman Salmon 6/8/15 OMB/Purchasing Approval Date

Vendor Information





Vendor Information

Business Name

AFM Local11-637, DBA Louisville Federation of Musicians

Contact Person

Terry OMahoney

Address

1436 Bardstown Road

> Map This Address

Louisville, KY 40204

Phone

502-451-7509

Fax

502-451-4489

Email

musunio@louisvillemusicians.org

Website

www.louisvillemusicians.org

System Vendor Number

20219687

Renewal

5/12/2016

Commodity Codes

Code

Description

NAICS 71

Arts, Entertainment, and Recreation (More)

Customer Support

Print This Page

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Ott, Stephen

From:

pres@louisvillemusicians.org

Sent:

Wednesday, May 13, 2015 11:13 AM

To:

Ott, Stephen
Terry O'Mahoney

Cc: Subject:

Fwd: Louisville Metro Government HRC Vendor Registration

Hi Stephen,

I've registered with the Lou Metro HRC (see below).

What else do we need to do to renew our contract?

When it's ready, I'll be happy to come to City Hall and sign it so you don't have to drive out here.

Thanks so much!

Terry

----- Forwarded message from Louisville Metro Government HRC < Louisville KY@diversitycompliance.com >

Date: Wed, 13 May 2015 12:45:07 +0000

From: Louisville Metro Government HRC < <u>LouisvilleKY@diversitycompliance.com</u>> Reply-To: Louisville Metro Government HRC < <u>LouisvilleKY@diversitycompliance.com</u>>

Subject: Louisville Metro Government HRC Vendor Registration

To: Terry OMahoney < musunion@louisvillemusicians.org >

Dear Terry:

Thank you for completing and submitting your Louisville Metro Government HRC Vendor Registration application. We appreciate the opportunity to conduct business with a variety of vendors and suppliers.

Form Name: Louisville Metro Government HRC Vendor Registration

Business: AFM Local11-637 Contact: Terry OMahoney Submission Date: May 13, 2015

*Note:

If you have just submitted a Vendor Registration application, no further action is required. Your Registration will expire on May 12, 2016. Annual updates are required to maintain current contact information and business profiles. You will receive an electronic renewal notice when your registration expires.

If you have just submitted a Vendor Prequalification application, it will be reviewed and you will receive additional notification of your company status.

If you have any questions please email us at louisvilleKY@diversitycompliance.com.

Louisville Metro Human Relations Commission 410 West Chestnut Street Suite 300A

Ott, Stephen

From:

Finegan, Lisa < Lisa. Finegan@metrorevenue.org>

Sent:

Tuesday, April 28, 2015 2:49 PM

To:

Ott, Stephen

Cc:

Gaines, Tracy; Ernest, Edwin

Subject:

RE: Louisville Federation of Musicians, Local 11-637 Compliance

Follow Up Flag:

Follow up Flagged

Flag Status:

Categories:

Follow-up

This account is compliant, thanks

From: Ott, Stephen [mailto:Stephen.Ott@louisvilleky.gov]

Sent: Tuesday, April 28, 2015 1:47 PM

To: Finegan, Lisa

Cc: Gaines, Tracy; Ernest, Edwin

Subject: Louisville Federation of Musicians, Local 11-637 Compliance

Good afternoon Lisa,

It's that time of year again....no not Derby silly, but the renewal of the Louisville Federation of Musicians! ;)

Anyway, would you please confirm that the following is compliant with the Louisville Metro Revenue Commission?

Louisville Federation of Musicians Local 11-637 1436 Bardstown Road, Louisville, KY 40202 Revenue Commission Taxpayer ID#: 591528 Federal Tax ID # 61-0288994

Please respond with your confirmation. Thanks.



Clerk for Louisville Metro Council

601 W. Jefferson Street, Suite 103 Louisville, KY 40202 (502)574-3085, Fax 574-3363

CMP SCALE (Public Service Scale)

Number of Musicians	Number of Hours	Total Cost
1	2	105
1	3	120
1	4	135
2	2	175
2	3	200
2	4	225
3	2	245
3	3	280
3	4	315
4	2	315
4	3	360
4	4	405
5	2	385
5	3	440
5	4	495
6	2	455
6	3	520
6	4	585
7	2	525
7	3	600
7	4	675
8	2	595
8	3	680
8	4	765
9	2	665
10	2	735
10	3	840
10	4	945
11	2	805
12	2	875
13	2	945
14	2	1015
15	2	1085
16	2	1155
18	2	1295

NOTE: Oaks Day, Derby Day and New Year's Eve jobs are paid at 150% of Scale.



LOUISVILLE METRO COUNCIL CLERK'S OFFICE

H. STEPHEN OTT CLERK OF THE COUNCIL

June 02, 2015

Office of Management and Budget (OMB) Louisville Metro Government 611 W. Jefferson Street Louisville, KY 40202

RE: No Bid Contract

To Whom It May Concern:

The Louisville Federation of Musicians, Local 11-637 is the only contractor in the area that provides music services at this level and cost. They have provided these services to all 26 Metro Council districts for several years.

Please contact my office if you need additional information or have any questions.

Sincerely,

H. Stephen Ott

Clerk of the Louisville Metro Council