AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE ZOOLOGICAL GARDENS** herein referred to as **"METRO GOVERNMENT",** and **LAURIE D. HAAG,** 4303 Jeffers Dr., New Albany Indiana 47150, herein referred to as "**SALES AGENT**".

W I T N E S S E T H:

WHEREAS, the Metro Government is in need of certain professional services with respect to Louisville Zoo Group Sales; and

WHEREAS, the Sales Agent has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services; and

WHEREAS, the Sales Agent has agreed to provide sales support to the Louisville Zoo's Group Sales Department.

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

I. SCOPE OF PROFESSIONAL SERVICES

A. Sales Agent shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Sales Agent'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. Sales Agent, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Sales Agent.

However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Sales Agent needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Sales Agent 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 Sales Agent shall include but not be limited to the following:

1. Direct sales of private group events, corporate consignment tickets and group ticket programs for the Louisville Zoo
2. Production of required documents related to sales to include but not limited to proposals, data sheets, accepted terms and conditions of sales, prospecting and sales reports.

II. FEES AND COMPENSATION

A. Sales Agent has agreed to provide direct sales and be reimbursed at an hourly rate of **TWELVE DOLLARS ($12.00)** for a maximum of 35 hours per week plus commissions paid at the following rates:

a. Rental fees and admission fees – 7% of actual sales

b. Corporate consignment tickets – $25 per contract

c. Halloween consignment tickets – 5% of actual sales

Sales agent shall be reimbursed for out-of-pocket expenses pursuant to prior written approval by the Louisville Zoo. Total payments to Sales Agent under this

Agreement, including out of pocket expenses, shall not exceed **THIRTY FIVE THOUSAND DOLLARS ($35,000).**

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 Sales Agent's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Sales Agent's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Sales Agent 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. Out-of-pocket expenses shall include, but not be limited to, the following:

Pre-approved sales incentive items, presentation items and supplies.

D. Sales Agent, 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 July 1, 2006 and shall continue through and including June 30, 2007.

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.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Sales Agent 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

Sales Agent 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 Sales Agent'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 Sales Agent shall include (without limitation): (a) payroll records accounting for total time distribution of Sales Agent'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 Sales Agent'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. INSURANCE REQUIREMENTS

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

VII. HOLD HARMLESS CLAUSE

The Sales Agent 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 Sales Agent's (or Sales Agent'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. Sales Agent agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Sales Agent 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. AUTHORITY

The Sales Agent, 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

Sales Agent 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. Sales Agent 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 Sales Agent performs work under this Agreement. Sales Agent 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, Sales Agent is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. 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.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Sales Agent shall reveal any final determination of a violation by the Sales Agent 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 Sales Agent or subcontractor. The Sales Agent shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Sales Agent 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:

IRV MAZE
JEFFERSON COUNTY ATTORNEY

Date: 5/17/06

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

MARY LOU NORTHERN, CABINET SECRETARY, CABINET FOR NEIGHBORHOODS, PARKS AND CULTURAL AFFAIRS

Date: 6-2-6

LOUISVILLE ZOO

JOHN WALCZAK, DIRECTOR (MIP)

Date: 23 May 06

LAURIE D. HAAG

By: Laurie Haag

Title: Sales Agent

Date: 5/23/06

Taxpayer Identification No. (TIN): 308-94-7187

Louisville/Jefferson County Revenue Commission Account No.: NA

CONTRACT DATA SHEET

PSC Type (check one): _ New __X___Renewal _____Addendum

Contractor Information

0. Legal Name of Contractor: ***Laurie D. Haag***
0. Address: ***4303 Jeffers Dr***
0. City/ State & Zip: ***New Albany, Indiana 47150***
0. Contact Person Name & Telephone Number: ***Laurie D. Haag – 502-905-3054***
0. Revenue Commission Taxpayer ID#: ***NA***
0. If registration is not required please explain: ***Independent Contractor/Sales Agent***
0. Is account in good standing: ***NA***
0. Federal Tax ID # (SSN if sole proprietor):

Department Information

0. Requesting Department: ***Louisville Zoo***
0. Contact Person Name & Telephone: ***Maureen Horrigan, 238-5606***

Contract Information

0. Not to exceed amount: ***$35,000 (including reimbursement of expenses)***
0. Are expenses reimbursed? **Yes.**
0. If yes list allowable expenses and maximum amount reimbursable: ***Pre-approved items including but not limited to sales incentive items, presentation items and supplies.***
1. Beginning and ending date of the contract: ***July 1, 2006 – June 30, 2007***
1. Coding: ***1101-735-1728-172830-521301 (Zoo/Group Sales/Professional Services)***
1. Scope & Purpose of the contract: ***Sales Agent to provide direct sales of private group events, corporate consignment tickets and group ticket programs for the Louisville Zoo***

Authorizations

_____ County Attorney Review - Approved as to Form:

Department Director:_____Date: 21 May 06

Signature certifies:

__X__ *Funds are available (pending approval of 06-07 budget)*
NA *Contractor is registered and in good standing with the Revenue Commission*
NA *Human Relations Commission registration requirements have been met*

_____ Risk Management Division of Finance - Certifies Insurance requirements satisfied: 5-31-06

Cabinet Secretary :_____Date: 6-2-6
(If applicable)