

AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO POLICE DEPARTMENT**, herein referred to as **“METRO GOVERNMENT”**, and **SAMANTHA TEMPLE d/b/a TEMPLE EQUESTRIAN**, with offices located at 9434 Mason Lane, Goshen, Kentucky 40014, herein referred to as **“CONTRACTOR”**,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain services with respect to boarding of LMPD Mounted Patrol Horses; 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 SERVICES

A. Contractor shall, at the request of the Metro Government, provide services under the terms of this Agreement.

B. The services of Contractor shall include but not be limited to those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. Contractor shall be paid for services rendered according to the terms of this Agreement at the rate of **FOUR THOUSAND NINE HUNDRED DOLLARS (\$4,900.00)** per month. Total compensation payable to Contractor for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **SEVENTY THOUSAND DOLLARS (\$70,000.00)**.

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 accounting of the service under the contract and any 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.

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 Contract shall begin July 1, 2022 and shall continue through and including June 30, 2023.

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 Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

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. INSURANCE REQUIREMENTS

No additional insurance required.

VII. HOLD HARMLESS CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents, successors in interest agencies, departments, affiliates, and assigns 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 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. 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.

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 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.

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. If there is a conflict between the terms of this Agreement and any Attachment, this Agreement shall control.

XIII. 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.

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, Contractor 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 Contractor shall reveal any final determination of a violation by the Contractor 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 Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor 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 CONTINGENT UPON
METRO COUNCIL APPROVAL
OF THE APPROPRIATION FOR
THIS AGREEMENT:**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:
Paul Rutherford
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

DocuSigned by:
Chief Erika Shields
ERIKA SHIELDS, CHIEF OF POLICE

Date: 9/16/2022

Date: 9/16/2022

**SAMANTHA TEMPLE d/b/a
TEMPLE EQUESTRIAN**

DocuSigned by:
Samantha Temple
SAMANTHA TEMPLE

Date: 9/16/2022

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

ATTACHMENT A

www.MasonLaneFarm.com
9001-9003 Mason Lane,
Goshen KY, 40026



Samantha Temple
urgin2007@Yahoo.com
502-403-6730

Boarding Contract

LMPD will board horse(s) known as:
TALOS, AMIGO, JUSTICE, RADAR, JESS, LAW, AND LEGEND
at Temple Equestrian Center on a month to month basis commencing on 6-30-23. The boarder
will occupy 7 stall(s).

Boarders will be responsible for obtaining mortality and property insurance coverage for their horse(s), trailer, tack and accessories. It is understood that Temple Equestrian Center is not responsible for accident, act of nature, sickness or death to the boarder's horse(s). Temple Equestrian Center is not responsible for damage done to trailers, equipment or personal property kept on the Temple Equestrian Center property.

It is the boarders' responsibility to keep their horse(s) in good health. Horses must:

- 1. Be on a regular worming program.
- 2. Be on a yearly or bi-yearly vaccination program.
- 3. Be on a scheduled hoof care program with the farrier.

Owners must provide Temple Equestrian Center with a current Coggins Test which is kept on file.

In the event of a flood or other potential disaster forecast for Oldham County by the National Weather Service owners are responsible for removing their horse from the property. If owners are unable to do this, it is understood that Temple Equestrian Center will make the necessary arrangements to relocate their horse(s), but are not required to do so. If Temple Equestrian Center relocates your horse(s), boarder will pay any and all incurred expenses. Temple Equestrian Center will not be held liable for any injury or death that may occur to a boarder's horse during evacuation procedures.

Boarder agrees to pay a \$700 boarding fee on the first day of each month. A \$50.00 late fee will be required for payments received after the 5th day of the month. Board fees that are delinquent by 60 days will result in Temple Equestrian Center placing a lien on the horse and property, and/or will remove your horse from the property at the discretion of Temple Equestrian Center.

I have read all of the necessary documents and understand the terms and conditions of boarding my horse at and using the Temple Equestrian Center's property and facilities.

Boarder: (print) LMPD MOUNTED PATROL

Phone: (c) 502-643-2530 (h) _____

Address: 2911 TAYLOR BLVD, LOUISVILLE, KY 40208

Signature: _____ Date: _____

Temple Equestrian Center: Samantha Temple

Temple Equestrian boarding facility

EFFECTIVE February 1st 2022

We offer:

- A 200x300 sand ring with jumps.
- Round pen
- Coordination of veterinary and farrier visits (additional cost)
- Blanketing (additional cost)
- 2500 acres with trails.

Basic Board fee is \$700.00 per month and includes:

- Basic care: 2 feedings per day, turn out, stall cleaning, application of fly spray and sun screen. Additional care will increase the cost of board.
- Use of facilities: Stable, dressage arena, jump arena and trails.
- Basic grain (hallway fiber energy or excel sr hf) hay and bedding. Any special feed and supplements are the owner's responsibility.
- There is an additional \$25 "hold fee" if boarder wishes Temple equestrian to catch and hold their horse for the farrier/vet.
- Basic care includes one daily stall cleaning and turn out. The equivalent of one bag of shavings is used per stall. Additional shavings and turn-outs incur additional cost.

If additional care is requested, please detail the requests and additional fee(s):

Rules and regulations

1. The **Stall Board** fee of \$700 (plus any additional board for extras) is to be paid on the 1st of each month. A \$50.00 penalty is added to your bill after the 5th of the month, and \$25 a day thereafter. **THIS WILL BE ENFORCED.**
Field Board \$450
2. Boarder understands and agrees that due to overall increases in feed, bedding and general commodities, the boarding fees may be increased at any time.
3. Boarder understands and agrees that Temple Equestrian may assert and exercise the right of a lien, as provided for by the Commonwealth of Kentucky, for any amount due for board and keep of horses(s), and also for any storage or other charges due hereunder for accounts delinquent by more than 60 days. If, at which time, a lien is assigned to your horse and/or property, Temple Equestrian reserves the right to sell the boarders horse(s) and property to recover it's losses.
4. **Boarders must give a 30 day notice of departure.** If the required 30 day notice of departure is not given, Boarder is responsible for 30 more days of board from the time notice is given.
5. **Temple Equestrian reserves the right to terminate the boarding contract** due to failure on the boarders part to abide by the terms outlined in this agreement and the general rules of conduct and safety posted in the stable. Temple Equestrian Center will allow a maximum of 30 days, commencing on the day the contract is terminated, for the boarder to make other arrangements for their horse(s). All accounts must be settled in full with cash or cashiers check before horse is taken off the property.
6. **Temple Equestrian Center will not be held liable for the welfare of boarders horses in the event of a tornado, fire, flood or other natural disaster.** Boarders are responsible for taking their horses off of Temple Equestrian property if a potential disaster is predicted. If you are unable to perform this task for any reason Temple Equestrian will make the necessary arrangements to have your horse removed from the property if possible and you will be responsible for any incurred expenses related to this including shipping costs, care and any other misc. "extra service" fees.

- 7. Temple Equestrian Center is not responsible for any stolen, missing, damaged and/or broken tack or equipment left in the barn or on the property.
- 8. There is to be **NO SMOKING** in or around the barn.
- 9. Boarders are responsible for cleaning up after themselves and their horses. All areas in and around the barn are to be left in a neat and orderly fashion. Cross tie areas must be swept and equipment put away. **The wash rack should be left clean** and hose turned off. If your horse breaks any equipment (cross ties, snaps, buckets, boards, etc.) it is your responsibility to replace or repair the item.
- 10. If you are riding or off- property with your horse during turn out/bring in time, it is your responsibility to bring your horse in or put your horse out.
- 11. **Everyone** on horse back **must wear an approved ASTM helmet**.
- 12. If you break a jump or damage the dressage arena while using it is your responsibility to replace and repair the damages.
- 13. Boarder must observe utmost care to avoid injury to children, friends, relatives and or guests who you have invited to the farm. If you would like your invitee to sit on your horse you must follow these guidelines:
 - 1. Guest must sign a Hold Harmless Agreement.
 - 2. Guest must wear an approved helmet and appropriate footwear while mounted.
 - 3. Boarder must be present at all times when guest is mounted or handling the horse.

If at some time in the future you need to sell your horse and there are people coming to the farm to ride him/her please follow these guidelines:

- 1. The trainer and prospective buyer must sign a Hold Harmless Release.
- 2. Alert Temple equestrian of your intentions.
- 3. Be present at all times when they are mounted or handling the horse.

- 14. Do not borrow equipment from other boarders with out their permission. Be sure all equipment that is borrowed is returned to its proper place and in the same or better condition than when you borrowed it.
- 15. **ALL EQUIPMENT must be labeled** with your name on it.

16. Temple Equestrian Center is not liable for injuries, illness or fatalities due to natural causes, infections, disasters or otherwise, to the horses stabled on our property. Therefore it is imperative that you obtain livestock insurance for your horse should he/she become ill or seriously injured.

17. It is understood that Temple Equestrian Center provides each boarding horse grain (if needed) and hay daily and approximately one bag of shavings in the stall. If your horse's needs exceed these amounts there is an additional fee added to your board.

18. Boarder understands that Temple Equestrian, along with any of its employees are not responsible should you or your horse be injured, seriously injured or killed while riding on or off Temple Equestrian Center premises. Boarders, leasers and students assume all risks associated with riding yours or another persons' horse.

FORMS OF PAYMENT ACCEPTED

PayPal, Venmo, cash, check and credit card (5% fee will be added for cc payments)

Price list

- Stall Board \$650
- Field board \$450
- Blanketing \$50
- Holding fee farrier/vet \$25
- Additional shavings \$100
- Private turnout \$100
- Stall rest is an additional \$10 per day
- Worming \$20 (every 3 months)
- Trailer ins \$25
- Trailer parking \$10 per month

I have read all the paperwork given to me. I understand what I am paying for and why I must follow the above guidelines.

Signed: _____

Address: 2911 TAYLOR BLVD LOUISVILLE, KY 40208

Phone: 502-643-2530 Witness _____

Alvey, Diana

From: Savage, James Brandon
Sent: Friday, September 2, 2022 4:10 PM
To: Alvey, Diana; Stover, Xiang
Cc: Neathery, Tracey L
Subject: RE: Samantha Temple Aug 2022.pdf

Follow Up Flag: Follow up
Flag Status: Completed

It is \$700 now. That includes the boarding, feed, hay, and the electric for our office. The price went up several months ago because prices of things have risen like feed and electric.

Sent from my T-Mobile 5G Device

