CONTRACT DATA SHEET

PSC Type (check of	one): X	_ New	Addendum	Sole Source:	Yes XNo		
Contractor Information							
Legal Name of Contractor:							
2. Address: 109 E.	Broadway						
3. City, State, & Zip: Louisville, KY 40202							
4. Contractor Contact Person: Joanna Morris & Joni Skellie							
5. Phone:			Email:				
6. Revenue Commission Taxpayer ID#:							
7. Federal Tax ID # (SSN if sole proprietor):							
Department Information							
8 Requesting Department: Louisville Zoo							
9. Contact Person Name & Telephone: Steven Taylor 502-238-5325							
			Contract Informa	tion			
10. Not to exceed amount: \$_106,000							
11. Are expenses reimbursed? no							
12. If yes list allowable expenses and maximum amount reimbursable: n/a							
13. Beginning and ending date of the contract: July 1, 2015 - June 30, 2016							
14. Funding Source operational funds Federal Funds yes no							
15. Scope & Purpose of the contract:							
Provide staffing for the interpretation of animals in the Boma Petting Zoo and Australian Walkabout exhibits.							
Trainabout oxino	110.						
			A .41				
Department Director:	Boar	Mui (Authorizations MODV	Date:_	9/24/2015		
Purchasing Director:	Mar	jansa	ly_	Date:	9/24/2015		
County Attorney:	The Count	//. y Attomey t	has viriten the attache	Date: d Professional Service C s to the legality of the ins	9/25/15 Contract of Sole Source		
	as to its for		OVEZ INIC GOODINGING	o to the regulary of the fit			
		F	or Purchasing Use	e Only	# ************************************		
Contractor is registered and in good standing with the Revenue Commission Human Relations Commission requirements have been met Insurance requirements have been satisfied If federally funded, Federal Debarment standing has been verified							

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

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and finding purchase through noncompetitive negotiation. By the has determined, and the Chief Financial Officer concurrence.	signatures listed below, the Requesting Departmen
A. An emergency exists which will competitive procedures. ** Mayors Approval require	ll cause public harm as a result of the delay ir d for emergency purchases exceeding \$10,000.
to be procured or leased (attach sole source determin	reasonable geographic area of the supply or service ation from the Purchasing Department).
C. The contract is for the services ty an attorney, architect, engineer, physician, certified paper specialist; a technician such as a plumber, electric sculptor, aesthetic painter, or musician; or a non-lirelations consultant, advertising consultant, develope investment advisor, or marketing expert and the like.	ian, carpenter, or mechanic; an artist such as a consultant, public
D. The contract is for the purchase such as fresh fruits, vegetables, fish, or meat.	of perishable items purchased on a weekly basis,
E. The contract is for replacemen anticipated and stockpiling is not feasible.	t parts where the need cannot reasonably be
F. The contract is for proprietary item	s for resale.
G. The contract or purchase is for e boundaries of the city.	xpenditures made on authorized trips outside the
H. The contract is for the purchase receiving sealed bids.	of supplies which are sold at public auction or by
i. The contract is for group life insur- professional liability insurance, worker's compensation.	ance, group health and accident insurance, group insurance, or unemployment liability insurance.
J. The contract is for a sale of supplicatings to the Metro Government.	es at reduced prices that will afford a purchase at
K. The contract was solicited by comprom a responsive and responsible bidder.	petitive sealed bidding and no bids were received
L. Where, after competitive sealed bit the (1) responsive and responsible bidder.	dding, it is determined in writing that there is only
Hand Market Director Date	**Mayor Date
Muja Sul 6/2/15	"Mayor Date "Signature is required only for Written Finding A
MB/Purchasing Approval / Date/	

Louisville Zoo

2011/20/15

Memo

To:

Purchasing

From:

Steve Taylor

cc:

Juan Moran

Date:

June 30, 2015

Rei

Jefferson Community Technical College Justification Letter

The Zoo is requesting a Professional Service Contract with Jefferson Community Technical College. The university provides staffing for the care and interpretation of the animals in the Zoo's Boma Petting Yard, and interaction with Zoo guests for the Australian Walkabout Exhibit. This program allows the Zoo to work closely with a local university offering students the opportunity to learn about animals and the Zoo profession, and in addition provides potential hiring opportunities for the students.

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 the KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM FOR JEFFERSON COMMUNITY AND TECHNICAL COLLEGE, 109 E. Broadway, Louisville, KY 40202, herein referred to as "KCTCS/JCTC",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain services with respect to a mentor/internship program, for the Louisville Zoological Gardens' Soma (African Petting Zoo) and Australian Walkabout who will interpret animal natural history, habitat preservation and African Culture for the public; and

WHEREAS, the KCTCS/JCTC 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. KCTCS/JCTC shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The KCTCS/JCTC'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.** KCTCS/JCTC, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such KCTCS/JCTC.

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

- C. If from time to time KCTCS/JCTC needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then KCTCS/JCTC 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 KCTCS/JCTC shall include but not be limited to interpretation of animal natural history, habitat preservation and culture for the Zoo's Boma and Australian Walkabout as specifically set forth in Exhibit A, which is incorporated herein by reference.

II. FEES AND COMPENSATION

- A. KCTCS/JCTC shall be reimbursed for services rendered according to the terms of this Agreement as described in Exhibit A. Total compensation payable to KCTCS/JCTC for services rendered pursuant to this agreement, including materials and out-of-pocket expenses, shall not exceed **ONE HUNDRED SIX THOUSAND DOLLARS** (\$106,000.00). Checks for services shall be made payable to the Kentucky Community and Technical College System. Payment for services shall be mailed to the Kentucky Community and Technical College System, c/o Sponsored Projects Accounting, 300 North Main St, Versailles, KY 40383.
- **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 KCTCS/JCTC's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, KCTCS/JCTC's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

- C. KCTCS/JCTC 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. KCTCS/JCTC, 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, 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.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

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

KCTCS/JCC 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 KCTCS/JCTC'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 KCTCS/JCTC shall include (without limitation): (a) payroll records accounting for total time distribution of KCTCS/JCTC'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 KCTCS/JCTC'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

Kentucky Community And Technical College System/University of Kentucky Community College System for Jefferson Community and Technical College (KCTCS/JCTC), as agencies of the Commonwealth of Kentucky, although vested with sovereign immunity, are subject to the Board of Claims Act, KRS 44.070-44.160. Claims against KCTCS/JCTC relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by that Act and other applicable law, KCTCS/JCTC, shall defend, indemnify and hold harmless the Metro Government from and against any and all claims which may result from any error or omission arising out of KCTCS/JCTC's performance under this Agreement.

INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor 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 Contractor 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 Louisville/Jefferson County Government's Purchasing Division and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverage's.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor 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 subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The insurance to be procured and maintained and minimum Limits of Liability sha!! 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, non contributory 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
 - 2. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY- \$100,000 Each Accidentl\$500,000 Disease- Policy Limitl\$100,000 Disease- Each Employee.

VII. 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. KCTCS/JCTC agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. KCTCS/JCTC 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 KCTCS/JCTC, 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 solicitation therefor. any or proposal
- (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 ail 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.

XII. OCCUPATIONAL HEALTH AND SAFETY

KCTCS/JCTC 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. KCTCS/JCTC 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 KCTCS/JCTC performs work under this Agreement. KCTCS/JCTC agrees, to the extent permitted by Kentucky law, 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, KCTCS/JCTC is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVII. CAPTIONS

-1-12

PSC

2016-xxxx

Zoo

with

JCC

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.

KCTCS/JCTC shall reveal any final determination of a violation by the KCTCS/JCTC or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136/1391 141. 337, 338, 341 and 342 that apply to the KCTCS/JCTC or subcontractor. The KCTCS/JCTC shall be in continuous compliance with the provisions of KRS Chapters 1361 1391 141 337. 3381 341 and 342 that apply to the KCTCS/JCTC or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT	JEFFERSON COMMUNITY AND TECHNICAL COLLEGE,		
JOHN WALCZAK, DIRECTOR LOUISVILLE ZOOLOGICAL GARDENS	By Gwendolyn C. Joseph, Ph.D. Inter m President Jefferson Community & Technical College		
Date: 10-1-15	Date: //. 4. /5		
	Taxpayer Identification No.		
	(TIN):		
APPROVED AS TO FORM AND LEGALITY:	Louisville/Jefferson County Revenue Commission Account		
MICHAEL J. O'CONNELL JEFFERSON COUNTY ATTORNEY	No.:		
Date: 9-25-15			

African

Outpost

Bomba

070715

[pr]

EXHIBIT A Scope

of Services

The Zoo and JEFFERSON COMMUNITY AND TECHNICAL COLLEGE (KCTCS/JCTC) will create and implement a cooperative, experiential education program to provide quality education for Zoo guests. This will be accomplished by providing college-level students paid learning opportunities provided by KCTCS/JCTC professors/mentors and Zoo staff. Students will study and learn the art and science of education, biology, conservation, animal husbandry, guest services, and natural history-laying the groundwork for their professional futures.

The Zoo has expanded interpretive programs beyond Boma African Petting Zoo, into the Australian Walkabout. Interpreters will help this realistic Australian exhibit come to life for Louisville Zoo guests. Beyond the obvious benefits to students, KCTCS/JCTC will gain a living applied classroom with which to inspire students to pursue careers not previously conceived. The Zoo will gain a dynamic education delivery system and a pre-trained pool of future Zoo professionals. This partnership will advance knowledge and provide opportunities for the youth of our community while benefiting the missions of both institutions.

Program

KCTCS/JCTC will provide the program interns and work with Assistant Director-Conservation, Education and Collections Steve Taylor, Assistant Mammal Curator Michael Jones and Director John Walczak and other Zoo professionals to provide in depth training and management of interns. KCTCS/JCTC interns will develop educational storylines and will receive commentary and review from appropriate Zoo staff. Storylines will emphasize African and Australian culture, natural history, animal domestication and respect for the earth.

Interns will learn the basics of animal husbandry through Zoo staff. Species for which they will share care and responsibility will including but not limited to African pygmy and Nigerian dwarf goats, Sardinian donkeys, and African tortoises. Interns will help ensure that the public interacts safely and respectfully with the animals, as well as help control public access and traffic through the exhibit. The care of animals and exhibit area will include some cleaning, feeding and general husbandry. In addition, the interns will have the opportunity to interact with zoo visitors and interpret Australian natural history in the newly renovated Australian Walkabout area. Species will include, red-necked wallaby and emu.

THE SOMA PROJECT

Overview

The word "Boma", Swahili for village and the Masai word for fence or enclosure, is a fairly accurate representation of what the visitor sees and feels when they enter the African Outpost area at the Zoo. Perhaps the explanation for this lies in the fact that Africans, many of whom were Zulu tribesman from South Africa, actually constructed (...by hand!) the thatched roofs on all of the major buildings in the area. Or, it could be the eye-catching wall surrounding the Boma, constructed to resemble the protective wall that surrounds the small villages of the Masai. Whatever the reason, it is immediately obvious that this is like no other area of the Zoo. The Boma African Petting Zoo, opened in the spring of 1998. It was the first of three planned animal exhibits in a new area of the Zoo called the African Outpost. The exhibits, including the "state of the art" Gorilla Forest exhibit, highlight the rich variety of animal life in Africa. The Boma African Petting Zoo itself is a new concept in petting zoos. Not only is it an entertaining place where kids can safely interact with animals, they can learn about the rich and varied cultures of Africa. Interpreters, part of a unique partnership between JEFFERSON COMMUNITY AND TECHNICAL COLLEGE and the Louisville Zoo, will use this venue to share something about the history of mankind's relationship with domestic animals. In turn, the students of KCTCS/JCTC gain an experience not available anywhere else. One of the stated goals of the program is to acquaint individuals, particularly minority students, who might not otherwise consider a career in the zoological field of this career option.

Project Phases

Phase 1: Recruitment/ Selection

Through various means, the students at JEFFERSON COMMUNITY AND TECHNICAL COLLEGE will be made aware that there is an interesting and new option for the summer. Methods will include the high-tech approach of an addition to the colleges' page on the World Wide Web, and the low-tech approach of bringing animals and Zoo Docents to Annual Spring Fling. Posters will be put up around campus by the end of March, and articles regarding the program will appear in the student paper, The Bulletin and a follow-up article to one previously published in The Quadrangle. Faculty and staff will receive a blanket e-mail with the hope that they can, by word of mouth, encourage students that they think might be interested in what the program has to offer. Faculty will also receive a reminder at staff meetings. All students interested in applying will be advised to contact the KCTCS/JCTC Work Based Learning Coordinator. Students who apply for one of the positions can expect to go through an interview process and will have a police background check done.

Phase II: Training

The student selected to work in the Soma will be expected to attend a week of "hands on" training to help prepare them for the challenges of the season. The students will learn about the Zoo, the animals and interacting with the public. Since the Soma Interpreters will represent the Zoo to the public, their interpersonal and crowd management skills will be essential to their job. Mornings will generally begin at the Soma itself, learning and practicing husbandry skills with the animals. Afternoons will vary widely throughout the week. Some days students can expect to go behind the scenes at many of the exhibits of the Zoo to see different procedures used in a Zoo, on other days students will spend time in a classroom learning CPR and emergency procedures used at the Zoo. It is also hoped that by going around the Zoo, meeting Zoo staff and learning names and faces, the students will feel that they are an important part of the Zoo, as they truly are.

Phase III: Implementation

The Zoo is open seven days per week and has extended hours during the summer. To insure the comfort and safety of our guests, as well as the welfare and safety of the animals, there will need to be at least a minimal staff on duty whenever the Zoo is open. Additionally, larger crowds will call for more staff to be present. Schedules will vary somewhat from week to week because of our need to anticipate larger or smaller than normal crowds (e.g. weekends are generally busier than weekdays). Special events held at the Zoo (i.e. Earth Day) can greatly increase the traffic through the Zoo and the Soma. Because many, if not all, of the students will be receiving college credit for their participation, there will be an ongoing review and evaluation process. The students and the program itself will be continually evaluated in order to maintain an enriching, quality experience both for the participants and the visiting public.

Anticipated Fees and Compensation

Personnel Costs:

Personnel Costs \$101,400

Other Costs:

Scholarships for participants (est. 5 @. \$420) \$ 2,100 KCTCS Indirect Costs (2.5%) \$ 2,500

ESTIMATED TOTAL \$106,000

Fees can be established on an hourly, daily, weekly or monthly basis. It is suggested that service fees be determined at an hourly rate for interns with the Zoo billed monthly for services rendered.

It will be incumbent upon KCTCS/JCTC to create and supply the educational programs and some educational artifacts. Zoo staff will work with KCTCS/JCTC staff in program development, have management authority over this service in its entirety and approve all programs prior to public presentation.

EXHIBIT B

Professional Service Agreement

Louisville/Jefferson County Metro Government through Louisville Zoological Gardens

And

Kentucky Community and Technical College System through Jefferson Community and Technical College

Both parties of this agreement seek to refine and enhance their existing partnership to ensure that JCTC students are provided with meaningful opportunities to work and learn at the Louisville Zoo. Metro Government, through the Zoo, and KCTCS, through JCTC, will develop a plan for the partnership beginning July 1, 2016 to enhance their relationships and create a partnership that is agreeable to both parties and provides enhanced opportunities for students. It is understood that JCTC has plans to discontinue the existing Certificate program for Zoo Technology, currently offered as part of this program. If JCTC determines that they cannot continuing the staffing for the BOMA and Lorikeet Landing areas at the zoo after June 30, 2016, the college will notify The Director of the Zoo, in writing by March 15, 2016. The college agrees to work cooperatively with the zoo in planning for any changes or transitions during the current contract year.