

BUILDING INSPECTOR AGREEMENT

Whereas, the Marshall County Fiscal Court "County" and Randy Duke "Duke" have come to an agreement for Duke to provide building inspections in accordance with expanded jurisdiction:

Now therefore, in accordance with the terms and provisions set out below, the parties do hereby agree as follows:

1. Duke shall conduct building inspections in Marshall County, Kentucky, on behalf of the County, to ensure compliance with any and all requirements of the Kentucky Building Code and any other applicable statutes and regulations. Unless amended, this agreement to conduct inspections shall include those properties within the corporate boundaries of the cities of Benton, Calvert City, and Hardin.
2. As compensation therefore, Duke shall be paid at the rate of forty (\$40.00) dollars per hour, and it is expected that he will work approximately 20-25 hours per week. Duke shall also be reimbursed for work-related mileage at the GSA POV mileage rate.
3. The County shall be responsible to paying the premiums to provide Duke with errors and omissions liability insurance, which said insurance shall also list the County as an insured.
4. Duke shall successfully pass all exams required in order to achieve certification as a Level III Building Inspector and Plans Reviewer by July 1, 2018.
5. The County shall reimburse Duke for future successfully-passed exam costs which he may incur with respect to required or necessary exams that he has not yet taken.
6. This agreement shall at all times be construed as an independent contractor agreement, as it is understood by both parties that Duke is not an employee of the County, and as such, is not entitled to any fringe benefits (sick time, retirement, health insurance, comp time, unemployment insurance, etc.).
7. From time-to-time, the County may authorize Duke to attend work-related conferences that are deemed beneficial to his areas of expertise. If approved by the County, the County shall reimburse Duke for hotel accommodations, per diem expenses per the County's travel policy, and other reasonably acceptable travel costs.
8. This agreement shall be effective from July 1, 2017 through June 30, 2018, at which time the parties may re-negotiate terms.
9. Either party may terminate this agreement by providing the other party with 60 days written notice of said intent.
10. This agreement, nor any provision within it, may be assigned by either party without written consent of the other party.

Dated this the _____ day of _____, 2017.

Randy Duke
Building Inspector

Kevin Neal, Judge Executive
Marshall County Fiscal Court