

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, effective July 18, 2017, by and between Capstone HR Services, Inc., a Kentucky corporation with its principal office located at 206 West 13th Street, Benton, Kentucky 42025, hereinafter referred to as "Capstone" and Marshall County as a public entity, with an address of 1101 Main Street, Benton, KY 42025 hereinafter referred to as "Client",

WHEREAS, Capstone is in the business of human resources consulting; and

WHEREAS, Client is desirous of procuring human resources consulting services from Capstone, to which Capstone is agreeable; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the parties do covenant and agree as follows:

1. Consulting Services. Capstone hereby agrees to provide to Client only those consulting services identified on Exhibit "A," attached hereto (the "Consulting Services"). Capstone may provide additional services to Client as agreed by Client and Capstone in writing.

2. Relationship of the Parties. This Agreement does not create an employment, agency, partnership, franchise, or joint venture relationship between the parties. This Agreement calls for the performance of the Consulting Services by Capstone as an independent contractor. In such regard, Capstone shall have complete discretion in determining the manner, means, methods, and procedures of carrying out its activities and responsibilities under this Agreement. Capstone shall only provide the Consulting Services to Client at such reasonable times and reasonable locations as Capstone deems reasonably necessary. Capstone may perform the Consulting Services by letter, email, telephone, internet conference or fax if such services can reasonably be performed in such manner.

3. Compensation. For and in consideration of the Consulting Services, Client shall pay to Capstone the sum of \$250.00 for each job description drafted as part of Phase One work as listed in Exhibit A attached hereto, plus \$4,200.00 for the work associated with Phase Two as listed in Exhibit A, plus any additional monies as provided in Exhibit A. Client shall pay such fixed sum to Capstone at such times as identified on the Fee Payment Schedule attached as Exhibit B. In the event Client fails to make any payment when due, Client shall pay 12% annual interest on any unpaid portion, plus any costs of collection, including but not limited to reasonable attorneys' fees.

In addition to Capstone's compensation, Client shall reimburse Capstone for out-of-pocket expenses, such as office supplies, travel, meals, lodging and other necessary expenses, which are incurred at the request of Client.

4. Term. The term of this consulting agreement shall be a period not to exceed twelve months from the effective date, unless the parties agree to an extension thereof in writing. If Capstone and Client agree upon due dates for any services that differ from the term of this Agreement, such due dates shall be identified on Exhibit A.

5. Confidentiality. As used in this agreement, "Confidential Information" shall include, but shall not be limited to financial information, marketing strategies, customer lists, customer information, personnel files, expansion plans, vendor information, proprietary services, software, software descriptions and other client-specific information provided by Client to Capstone, whether written, oral, graphic, electronic, or by other means. Confidential Information shall not include any material, whether written, oral, graphic, electronic, or by other means, that (a) at the time such information is provided to Capstone by Client is in the public domain, or (b) after Client provides such information to Capstone, becomes part of public domain other than by breach of this agreement by Capstone or by breach of any other known agreement or confidentiality obligation by a third party, or (c) was previously available to Capstone as demonstrated by written evidence in the possession of Capstone.

Capstone will not disclose the Confidential Information, or any part thereof, to any person(s) other than Capstone's agents, representatives, employees, and persons who have a reasonable need to know the Confidential Information, each of whom have been, or shall be prior to receiving any of the Confidential Information, informed by Capstone of the confidential and proprietary nature of the Confidential Information and each of whom shall have agreed to be bound by the terms and conditions of this Agreement. Specifically, Capstone will not disclose Confidential Information to third parties without prior written consent of Client, and shall take all reasonable steps necessary to prevent the unauthorized disclosure of Confidential Information.

Capstone shall promptly notify Client in writing if it becomes aware of any breach of this Agreement.

6. Miscellaneous.

a. Waiver. Failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms of this Agreement shall not be construed thereafter as waiving any such terms and conditions, but the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred.

b. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind, either written or verbal, preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

c. Modifications. Any modification of this Agreement or additional obligations assumed by either party about this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

d. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail and sent to the respective addresses of each party as set forth in the beginning of this Agreement.

e. Governing Law. It is hereby agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky and the venue of any legal action concerning this Agreement shall be exclusively in the state or federal courts located in McCracken County, Kentucky.

f. Effect of Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed in full force and effect as if they had been executed by both parties after the expungement of the invalid provision.

g. Headings. The titles of the Sections and paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in interpretation of the provisions of this Agreement.

h. Assignment and Subcontracting. Neither party shall assign or subcontract its obligations hereunder, without the prior written consent of the other, which consent may not be unreasonably withheld.

IN WITNESS, WHEREOF, both parties to this Agreement have caused it to be executed on this the _____ day of _____, 2017.

CAPSTONE HR SERVICES, INC.

By: _____
Randall D. Fox, President

MARSHALL COUNTY

By: _____
Kevin Neal, Judge/Executive

EXHIBIT A CONSULTING SERVICES

PHASE ONE: Capstone will develop a template for job descriptions that is compliant with federal and state laws, in particular the Americans with Disabilities Act, As Amended. After review of the template by Client's Judge/Executive, Capstone will meet with department heads of the Client's Road Department, Maintenance Department, Animal Control, Parks Department, Emergency Response, and others if necessary to gather the necessary data and draft job descriptions for those positions approved, in advance, by the Judge/Executive.

PHASE TWO: Capstone will review the compensation plan and wage rates for select departments of the Client, as identified and approved by the Judge/Executive. Capstone will then make recommendations to the Client on how to improve the compensation plan with an intent to attract and retain the best qualified workforce while identifying and resolving any perceived internal inequities.

Any follow-up work related to Phases One or Two requested after the submission of the job descriptions or the compensation recommendation report, as applicable, will be completed by Capstone at the hourly rate of \$78.

Should the Client, during the term of this Agreement, request any work from Capstone other than that listed in Phases One and Two above, the Client agrees to pay Capstone additional compensation for such work at the hourly rate of \$78.

Any necessary travel approved in advance by the Judge/Executive will be paid by the Client at a rate of \$26 per hour for the traveling time plus a mileage reimbursement at the then-current IRS-approved mileage rate. There will be no additional compensation for the work actually performed during such travel.

EXHIBIT B FEE PAYMENT SCHEDULE

The Client will be invoiced for the work listed in Exhibit A as follows:

- Phase One – as job descriptions are submitted.
- Phase Two – one half (\$2,100) will be invoiced to initiate the work related to Phase Two. The remaining half (\$2,100) will be invoiced upon the submission of the written recommendations.
- All other billings or reimbursements related to Exhibit A will be invoiced monthly, in arrears.