

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT IS HEREBY ENTERED INTO BY AND BETWEEN THE MARSHALL COUNTY FISCAL COURT (MCFC), THE CALLOWAY COUNTY FISCAL COURT (CCFC), AND WENDY GREER IN ACCORDANCE WITH KRS 65.210 ET SEQ.

WHEREAS, Wendy Greer is the current Marshall County Road Department Superintendent;

WHEREAS, the CCFC recognizes the outstanding job she has done and continues to do for the MCFC as Superintendent;

WHEREAS, the CCFC would like to compensate Greer in exchange for Greer providing advising and consulting services to the Calloway County Road Department in its efforts to improve the efficiency of that department;

WHEREAS, the MCFC agrees to help facilitate Greer in providing those services to the Calloway County Road Department;

NOW THEREFORE, it is hereby understood, resolved, and agreed to as follows:

1. This agreement shall be for the period of twelve (12) months following adoption by the MCFC, the CCFC, and agreement by Greer. Any party may terminate this agreement at any time and for any reason by providing seven (7) days' advanced written notice of such intent to the other parties.
2. No additional legal entity is created under this agreement. No real or personal property will be acquired by any of the parties under the scope and intended purpose of this agreement.
3. Greer agrees to provide advising and consulting services to the Calloway County Road Department not to exceed an average of thirty two (32) hours for every two week pay period. The cap on hours may be modified during the course of this agreement by written assent of all parties. There is no minimum compensation due and Greer is only entitled to compensation for actual hours worked.
4. Greer and the CCFC both acknowledge that Greer's services to the Calloway County Road Department shall be done in a manner so that all of Greer's duties with the Marshall County Road Department are fulfilled as usual.
5. At all times Greer shall be considered an employee of the MCFC.
6. In exchange for Greer's advising and consulting services to the Calloway County Road Department, the CCFC shall pay over to the MCFC when invoiced the compensation due Greer for those services.

7. The method of compensation shall be as follows:

- A. Greer shall keep detailed logs of types of tasks and hours worked for the services she provides to the Calloway County Road Department. Greer may round up to the nearest one-twelfth (1/12<sup>th</sup>) hour when calculating hours worked.
- B. Greer shall submit the logs to the Marshall County Treasurer. The Treasurer shall then invoice the CCFC accordingly for the hours worked at the rate of Forty Three Dollars, Forty Four Cents (\$43.44) per hour, which includes FICA, CERS retirement, and other required contributions.
- C. Upon receipt of payment from the CCFC, the Treasurer shall then pay over to Greer the compensation due her and shall also make required contributions on her behalf, including, but not limited to, FICA and CERS retirement.
- D. The CCFC shall have the right to inspect and receive copies of the logs that Greer submits to the Treasurer.


8. This agreement shall not be assigned in whole or in part without the written consent of all parties.

RESOLVED by the parties as evidenced by the signatures below:

\_\_\_\_\_  
KEVIN NEAL, Judge-Executive  
Marshall County Fiscal Court

ATTEST: \_\_\_\_\_  
Fiscal Court Clerk

DATE: \_\_\_\_\_

  
\_\_\_\_\_  
KENNETH IMES, Judge-Executive  
Calloway County Fiscal Court

ATTEST: \_\_\_\_\_  
Fiscal Court Clerk

DATE: 6/25/19

\_\_\_\_\_  
WENDY GREER, Superintendent  
Marshall County Road Department

DATE: \_\_\_\_\_