

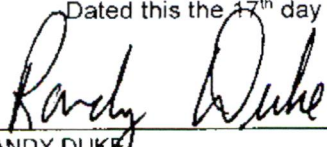
## BUILDING INSPECTOR AGREEMENT


Whereas, the Marshall County Fiscal Court "County" and Randy Duke "Duke" have come to an agreement for Duke to provide the necessary services in order to enforce the Kentucky Building Code (KBC) and the Kentucky Residential Code (KRC) 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 guaranteed pay of forty (\$40.00) dollars per hour. Duke shall also be reimbursed for work-related mileage at the GSA POV mileage rate and shall receive a \$300 per month stipend for phone and vehicle expenses. However, at the date of the new fiscal year if compensation to Duke is less than 80% of the total permit fees collected the difference shall be paid.
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. 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.
5. 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.).
6. 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.
7. This Agreement shall be effective on July 1, 2018 and shall remain in effect without the necessity of formally renewing this Agreement, provided that at the end of each Fiscal Year both parties communicate the best interest and intent of this agreement is being met. If the agreement is to be renegotiated and/or modification the other party shall be notified within 30 days.
8. Either party may terminate this agreement by providing the other party with 60 days written notice of said intent.
9. This agreement, nor any provision within it, may be assigned by either party without written consent of the other party.

Dated this the 17<sup>th</sup> day of July, 2018.

  
\_\_\_\_\_  
RANDY DUKE

  
\_\_\_\_\_  
KEVIN NEAL, JUDGE  
Marshall County Fiscal Court

## MARSHALL COUNTY BUILDING AND ELECTRICAL INSPECTOR AGREEMENT

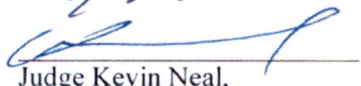
WHEREAS, the Marshall County Fiscal Court and Larry "Cat" Spears do wish to enter into a formal written agreement for the latter to provide building and electrical inspections within Marshall County as provided by law;

NOW THEREFORE, in consideration of the mutual and reciprocal obligations as set forth below, the parties do hereby agree as follows:

1. This agreement shall become effective January 1, 2020, and shall remain in effect without the necessity of formally renewing this agreement, provided, however, that either party may cause the terms herein to be renegotiated by providing the other party with at least 30 days' advanced written notice.
2. Spears shall be compensated solely by the fees paid to the Marshall County Building Inspection Office. Spears shall be entitled to retain 80% of receipts that the office receives for the building and electrical inspections and the remaining 20% of the receipts shall be paid to the Marshall County Building Inspection Office.
3. The Marshall County Fiscal Court shall not be liable to Spears for compensation for inspection services, nor shall the Marshall County Fiscal Court be responsible for the collection of any unpaid inspection fees.
4. The Marshall County Fiscal Court shall provide Spears with the following:
  - A. Payment for premiums on errors and omissions professional liability insurance;
  - B. Payment for registration fees for continuing education classes;
  - C. Payment for certification fees to the Department of Housing, Building, and Construction;
  - D. Payment for forms, stickers, and materials required by law; and
  - E. A stipend of \$400.00 per month to offset the cost of transportation, phone, etc.
5. Spears shall at all times be considered an independent contractor with no benefits (no retirement, no vacation/sick leave, no workers' compensation, no health insurance, etc) or other compensation except for those items specifically enumerated in Section 4 above and pursuant to Section 2.
6. Compensation shall be paid to Spears monthly.
7. This agreement may not be assigned, in whole or in part, without the express written consent of both parties to this agreement.

Dated this the 16<sup>th</sup> day of December, 2019.

  
Larry "Cat" Spears

  
Judge Kevin Neal,  
Marshall County Fiscal Court