

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** ("Agreement;") is made this 15<sup>th</sup> day of February, 2022 (the "Effective Date"), by and between Marshall County Fiscal Court ("MCFC") 1101 Main Street, Benton, Kentucky 42025 and KeenMGMT LLC ("Contractor") 64 Bent Creek Drive, Benton, Kentucky 42025.

**WHEREAS**, MCFC desires to engage Contractor to provide services to assist certain MCFC's operations, and Contractor desires to obligate itself to be available to perform such services, all on the terms and conditions specified in this Agreement; and

**WHEREAS**, Contractor is qualified to perform the services contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

### **1. Term of Agreement.**

This Agreement will become effective on the Effective Date, and will continue in effect for a term of one year unless terminated as provided herein (the "Initial Term"). This Agreement shall automatically renew for periods of three (3) months (each a "Renewal Term") unless MCFC or Contractor give notice to the other of their intent not to renew prior to the beginning of any Renewal Term.

### **2. Services to be Performed by Contractor.**

#### **2.1 Specific Services.**

- a. Contractor agrees to provide services in support of MCFC's operations including, without limitation, those activities listed on Exhibit A to this Agreement.
- b. Contractor shall complete the services in a good, workmanlike manner that comports to standards within the industry and as a fiduciary for MCFC.
- c. Contractor shall provide MCFC with a monthly, written summary detailing services rendered pursuant to this Agreement including, without limitation, a description of such services and the time spent performing said services.

2.2 Method of Performing Services. Contractor will determine the method, detail, and means of performing the above-described services.

2.3 Contractor's Records. Contractor shall keep or cause to be kept accurate and complete records as necessary to carry out the services. MCFC shall have access to all such records upon request.

### **3. Compensation.**

3.1 Base Compensation. As base compensation for services rendered pursuant to this Agreement, Contractor shall receive \$2,000.00 per month, paid on or before the 30<sup>th</sup> day of each month (the "Base Compensation").

### **4. Expenses.**

MCFC shall reimburse Contractor for all expenses directly attributable to the provision of services under this Agreement, provided that such expenses are preapproved in writing by MCFC. Contractor shall be reimbursed for travel mileage directly attributable to services provided under this Agreement at the prevailing federal rate for business travel as adjusted annually. Contractor shall submit an itemized statement of Contractor's expenses and MCFC shall pay Contractor within thirty (30) days after receipt of each statement.

### **5. No Additional Benefits.**

MCFC will not provide the Contractor with (i) health, life or dental insurance; (ii) paid vacation; (iii) paid sick leave, (iv) retirement, or (v) any other benefits. At all times, this Agreement shall be construed as an Independent Contractor Agreement and Contractor shall not be considered an employee of MCFC at any time or for any reason. No compensation or reimbursement shall be paid to Contractor unless it is expressly set forth and authorized in this Agreement.

### **6. Covenants and Responsibilities of MCFC and Contractor.**

6.1 Nothing herein shall be construed as giving MCFC control over, or the right to control, the professional judgment or actions of Contractor performing services hereunder, and Contractor shall at all times act as and be an independent provider of services. The interest and responsibility of MCFC is to ensure that the services rendered by the Contractor hereunder are performed in a competent and satisfactory manner. Because Contractor is not deemed an employee of MCFC, MCFC is not required to maintain workers' compensation coverage. MCFC shall not withhold any federal or state income taxes or other withholding taxes and Contractor shall be responsible for paying all such state and federal income taxes and withholdings, including, but not limited to, self-employment tax, and shall hold harmless and indemnify MCFC for same.

6.2 In performing services under this Agreement, Contractor covenants and agrees that Contractor (i) will use diligent efforts and professional skills and judgment; (ii) will provide the services in accordance with and in a manner consistent with customary and recognized standards of the profession in which Contractor works and as a fiduciary for MCFC; (iii) shall comply with the policies, rules and regulations of MCFC; and (iv) shall comply with all local, state and federal laws and regulations.

6.3 To the extent that Contractor has possession or comes into possession of MCFC property, books and records now in existence or created pursuant to this Agreement, those records shall remain the property of MCFC and shall be returned to MCFC upon request and/or upon termination of this Agreement. Contractor shall take reasonable efforts to protect and safekeep those records in its possession.

**7. Indemnification of MCFC.**

Contractor hereby indemnifies and holds harmless MCFC and its officers, employees and agents from and against any claim, loss, damage, cost, expense (including reasonable attorneys' fees) or liability arising out of or related to the performance or non-performance by Contractor of any services to be performed or provided by Contractor under this Agreement.

**8. Early Termination by MCFC With Cause.**

MCFC may terminate this Agreement immediately upon written notice to Contractor in the event that Contractor (i) does not meet the customary and recognized standards for the profession or as set forth above or (ii) in any manner breaches the obligations imposed by this Agreement. In any such event, if MCFC terminates this Agreement, all obligations of MCFC hereunder shall cease upon termination.

**9. Early Termination by Either Party Without Cause.**

MCFC or Contractor may terminate this Agreement without cause by providing thirty (30) days written notice to the other party.

**10. Modification of Agreement.**

This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party hereto.

**11. Governing Law.**

This Agreement is made in the Commonwealth of Kentucky and shall be construed, interpreted and governed by the laws of the Commonwealth of Kentucky, irrespective of its conflicts of law provisions.

**12. Notices.**

Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, personally delivered, addressed or delivered as set forth in the first paragraph of this Agreement.

**13. Assignment**

This Agreement shall not be assigned, in whole or in part, by either party without the express written consent of the other party.

**IN WITNESS WHEREOF**, Contractor and MCFC have executed this Agreement on the day and year first above written.

MCFC

CONTRACTOR

**MARSHALL COUNTY  
FISCAL COURT**

**KeenMGMT LLC**

  
\_\_\_\_\_  
Kevin Neal, Chairman

\_\_\_\_\_  
Greg Wiles, Member

## EXHIBIT A

1. Coordinate with Judge Executive's office and IDA Chair regarding current/future Economic Development projects to include pad ready site, alternate entrance to southwest one.
2. Attend board meetings with IDA and KLED.
3. Assist and coordinate implementation of TVA invest prep grant if approved.
4. At times give progress reports to Fiscal Court.