

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is entered into on this, the ____ day of May, 2022, between SOUTH WOODFORD WATER DISTRICT ("SWWD") and MATTHEW COYLE ("Contractor").

WHEREAS, SWWD is a water utility engaged in the business of providing the delivery of water to consumers and has a need for an individual to manage its operations; and

WHEREAS, Contractor is capable of performing the services on behalf of SWWD in order to manage SWWD'S operations;

NOW THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter set forth, SWWD and Contractor agree as follows:

1. Scope of Services. Contractor will perform the services described in Exhibit "A" ("Statement of Work" or "Work") in a professional and workmanlike manner.
2. Payment Terms. SWWD will pay Contractor for the Work the sum of Four Thousand Two Hundred Dollars (\$4,200.00) per month.
3. Termination. SWWD or Contractor may terminate this Agreement without cause upon fifteen (15) days' notice. In the event of termination without cause, SWWD agrees to pay Contractor for all of Contractor's Work performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least five (5) days written notice of and the opportunity to cure the breach.
4. Insurance. Contractor shall take out and maintain a Comprehensive General Liability policy covering all of Contractor's operations under this Agreement containing limits of liability of at least \$1,000,000 combined single limit for each occurrence and in the aggregate for bodily injury, death, and accidents and property damage during the policy period. Contractor will furnish to SWWD a Certificate of Insurance, signed by its insurance carrier, evidencing the insurance required hereunder. The certificate will provide that at least 30 days' prior written notice will be given to SWWD in the event of cancellation, suspension, or material change in the policy to which it relates.
5. Relation of Parties. The performance by Contractor of his duties and obligations

under this Agreement will be that of an independent contractor, and nothing in this Agreement will create or imply any employment relationship between Contractor and SWWD.

6. Indemnification. SWWD agrees, to the fullest extent permitted by law, to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) caused by SWWD's negligent or tortious acts, errors or omissions in the performance of its obligations under this Agreement.

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold SWWD harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Contractor's negligent or tortious acts, errors, or omissions in the performance of his obligations under this Agreement.

7. Notices. Any notice provided for or required hereunder shall be given in writing to the following:

Contractor: _____

SWWD: _____

Attention: _____

8. Assignment and Subcontracting. Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. Contractor shall not subcontract any portion of the Work without the prior written approval of SWWD. In the event of such prior written approval Contractor retains responsibility to SWWD for compliance by its subcontractor with the requirements of this Agreement.

9. Entire Agreement; Applicable Law; Parties Bound. This Agreement together with any attachments referred to herein constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, negotiations, representations or communications. This Agreement shall be construed and governed by the laws of the State of Kentucky and will

inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

MATTHEW COYLE

SOUTH WOODFORD WATER DISTRICT

By: _____

Title: _____