

## INDEPENDENT CONTRACTOR AGREEMENT

Contact ID# \_\_\_\_\_

This Independent Contractor Agreement is made and entered into on this 1<sup>st</sup> day of November, 2019 between the Midway-Versailles-Woodford County Tourism Commission, whose mailing address is 151 S. Main Str., Versailles, KY 40383 (hereinafter referred to as "WCTC") and Emily Downey, whose mailing address is \_\_\_\_\_ (hereinafter referred to as "Contractor").

### WITNESSETH:

Whereas WCTC has agreed to hire Contractor as an independent contractor to perform the services specified herein at the price specified herein; and

Whereas, the parties desire to reduce their agreement to writing,

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, it is agreed between the parties as follows:

1. Scope of Work. Contractor agrees to provide event coordination and promotion services for community events within the WCTC as may be designated by the WCTC Board. The work shall include the following:

- A. Develop and supervise plans to promote Woodford County as a regional visitor's destination. Work in conjunction with other cities and the Commission to create new tourist programs and publicize the existing tourist attractions.
- B. Consult with Tourism officials at the state level in elevating Tourism awareness for Woodford County.
- C. Maintain membership in local, state, regional, national and international tourism-related organizations and attend their respective meetings.
- D. Participate and promote Woodford County as a visitor destination at selected major industry trade shows.
- E. Assist and coordinate local Familiarization Tours (FAM) for tour operators and travel writers, in conjunction with the state Tourism department of the area attractions to generate more interest and travel articles featuring Woodford County. Have verbal and written follow-up communication.
- F. Oversee the production and development of all visitor brochures and literature.
- G. Prepare and distribute yearly *Calendar of Events*.
- H. Develop group tour literature and distribute to motor coach tour operators. Develop and author articles on Tourism in Woodford County as requested by media and publishers as approved by the board.
- J. Represent the Commission upon request as spokesperson for the Tourism office.
- K. Develop a Woodford County Master Plan in reference to the State Master Plan. Also, establish short term two (2) year and long term five (5) year goals.
- L. Oversee all bookkeeping and financial records of the Commission. Submit SPGE and other budget reports to State. Review all receipts, bills and request for monies and inform the Chairperson and Treasurer prior to all monthly meetings.

- M. Compile required reports to be submitted to the Commission.
- N. Supervise the day-to-day activities in the Visitor Center(s).
- O. Ensure that all visitors' inquiries from are answered promptly and courteously.
- P. Currently a Part Time position (hours TBD). It is understood, however, that the Executive Director's duties and responsibilities will occasionally require him/her to perform duties on weekends, holidays and evenings.
- Q. Supervise and train all personnel and interns. Do evaluation for first six months during probationary period, then annually.
- R. Meet with the Chairperson each month to discuss the monthly agenda.
- S. Establish an in-training guide or program for local hotels, restaurants, gas stations and other tourism-related businesses on area attractions and treatment of tourists.
- T. Conduct ongoing community and public relations with key tourism stakeholders, businesses, and government officials.

Contractor shall have no authority to bind or otherwise obligate the WCTC in discussions with third parties unless prior approval is expressly granted.

2. Other Work. During the term of this Agreement, the Contractor shall devote adequate efforts to providing services to Versailles under this Agreement, and other work and contracts shall not be allowed if it creates a real or perceived conflict of interest.
3. Place of Work. The work shall be performed throughout Versailles. The Contractor's primary office shall be at the address listed above.
4. Consideration. The Contractor shall be paid on a monthly basis at the rate of \$2,500.00;. The Contractor shall invoice the WCTC at the end of each month with invoices to be paid within 10 days of receipt. Contractor shall not be compensated for expenses they may incur in the performance of this Agreement, such as mileage reimbursement, meals, or telephone unless such expenses have been approved in advance by the WCTC.
5. Subcontracting. Contractor agrees that they will personally perform all service required under this Agreement and shall not assign the duties under this Agreement, nor any part thereof, without the express written consent of the WCTC.
6. Contact Person. The contact person WCTC for this Agreement shall be the WCTC Chairperson or their designee
7. Contractor's Status. Contractor agrees that they are an independent contractor of the WCTC and is not an employee for any purpose. The Contractor further acknowledges the WCTC will not pay the employer's contribution toward any social security, Medicare or other employment-related taxes which may arise as result of the Contractor's work. The Contractor will not be eligible to receive unemployment benefits upon the termination of this Agreement. The Contractor will not accrue sick leave or vacation during their employment under this Agreement. Contractor agrees to obtain all necessary business licenses; to pay all net profit taxes due to the WCTC; as well as all income and self-employment taxes due the Commonwealth of Kentucky and the Internal Revenue Service without any contribution from WCTC toward such taxes other than the consideration set forth in paragraph 3 above.
8. Term. This agreement shall be for a one year term beginning November 1, 2019. The term of this Agreement may be extended from time to time by mutual agreement of the parties.
9. Early Termination. This Agreement may be terminated by any party for any reason on thirty (30) days advance written notice.

10. Retention of Contact Information. The contractor shall keep accurate records of their contacts with businesses and vendors which shall include the name, telephone number, email address of persons contacted on behalf of such businesses and vendors, with records that shall be provided to Versailles upon termination of this Agreement for any reason.
11. Code of Ethics. The Contractor shall abide by the Code of Ethics for City of Versailles Officers contained in Chapter 35 of the Versailles City Ordinances.
12. Modification. The Agreement contains the entire agreement between the parties and may not be altered or amended except by written document signed by all parties.
13. Construction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement on the day and date first above written.

MIDWAY-VERSAILLES-WOODFORD COUNTY TOURISM COMMISSION

MARIA BOHANAN, CHAIRPERSON

CONTRACTOR

EMILY DOWNEY