


## MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), dated the 22<sup>nd</sup> day of December, 2016 ("Effective Date"), is by and between Appalachian Area Agency on Aging ("AAA") by Ramona Stanley and Clay County Development Corporation ("CCDC") by Board President Eunice Thomas<sup>1</sup>. AAA and CCDC are sometimes collectively referred to as the "Parties."

**WHEREAS**, the parties to this Agreement desire CCDC to engage AAA to manage CCDC for a term of six (6) months beginning on December 27, 2016, to June 30, 2017,

**THEREFORE**, the Parties hereby agree as follows:

1. Authority of AAA: AAA is authorized to manage CCDC on a daily basis including authority to:
  - a. Hire and/or terminate staff as per CCDC Personnel Policies adopted on December 21, 2016.
  - b. Make any and all decisions regarding day to day activities including, but not limited to, employment/personnel decisions, hiring, firing, staffing patterns, the manner in which services are provided, etc.
  - c. Review CCDC's by-laws and recommend changes as necessary.
  - d. Assist CCDC to reorganize and restructure the Board of Directors to meet the standards set forth in its by-laws and as required by its NGA with AAA.
  - e. Subcontract daily management of CCDC's operations while maintaining oversight of their operations.
2. Responsibilities of CCDC: Clay County Development Corporation's responsibilities include:
  - a. The CCDC Board of Directors will continue to meet as per current by-laws and/or as per new amended by-laws if adopted.
  - b. CCDC Board of Directors will appoint a member as a liaison to AAA and this management agreement.
  -  c. Board of Directors will meet with Agency staff or otherwise inform all staff that AAA is the operating Agency of the Board of Directors and full cooperation is expected of all CCDC staff.

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<sup>1</sup> With authority granted pursuant to attached Board resolution.

3. Compensation: AAA will be compensated on a monthly basis and invoice CCDC for an amount to be determined not to exceed 100% of the current director's salary and benefits.
4. Expenses: CCDC maintains all liabilities for all loans, and payback obligations. AAA will facilitate the continued payment of all debts, operating expenses and current payment plans, which payments shall be made exclusively from CCDC resources (i.e. Payroll, utilities, contracts etc.).
5. Updates: AAA will provide the CCDC Board Liaison monthly updates of operations and meet with the Board of Directors quarterly.
6. Indemnification: CCDC agrees to indemnify, hold harmless, defend and bear all costs of defending AAA, together with its members, and its and their successors, heirs, personal representatives, attorneys, and assigns, from, against and with respect to any and all damage, loss, deficiency, expense (including, but not limited to, any court costs or expenses, and reasonable attorneys' fees), action, suit, proceeding, demand, assessment or judgment to or against AAA or CCDC for any activities engaged in by AAA under this agreement.
7. Termination: If at any time AAA advises the Board that this Management Agreement is no longer viable or cooperation is not forthcoming, AAA will notify the Bureau of Senior Services of the issues involved. If AAA in its sole discretion determines the issues cannot be resolved, AAA can terminate this Agreement with CCDC immediately. Any expenses incurred by AAA or any money owed under this management agreement up until the point of termination of this agreement will become immediately due and payable. If this agreement is terminated by CCDC, all payments to AAA will become immediately due and payable.

  
APPALACHIAN AREA AGENCY ON AGING

  
CLAY COUNTY DEVELOPMENT CORPORATION  
Eunice Thomas, Board President