

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-72**

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COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 152 - 152

**A RESOLUTION APPROVING CONTRACTUAL SERVICE AGREEMENT
FOR MADISON COUNTY FISCAL COURT GRANT WRITING AND
ADMINISTRATION CONTRACTUAL CONSULTANT**

WHEREAS, the Madison County wishes to secure grant writing services; and

WHEREAS, the Madison County Fiscal Court has contracted with The Bullpen Company in the past for grant writing services and is satisfied with the product The Bullpen Company provides; and

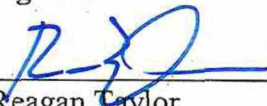
WHEREAS, the Madison County Fiscal Court wishes to renew their contract with The Bullpen Company for grant writing services for one year beginning July 1, 2020 through June 30, 2021 in the amount of \$35,000.00 per year for a minimum of 40 hours of actual work done per month, which is attached hereto this Resolution; and

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THE CONTRACT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO EFFECT JULY 1, 2020.

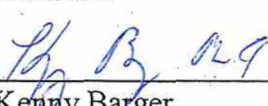
Motion made by Roger Barger, seconded by John Tudor.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	<u> </u>
Magistrate Larry Combs	<u> </u>	<u> </u>
Magistrate John Tudor	<u>X</u>	<u> </u>
Magistrate Roger Barger	<u>X</u>	<u> </u>
Magistrate Tom Botkin	<u>X</u>	<u> </u>

Signed:


Reagan Taylor
Madison County Judge Executive

Attested:


Kenny Barger
Madison County Clerk

**Contractual Service Agreement for Madison Fiscal Court
Grant Writing and Administration Contractual Consultant**

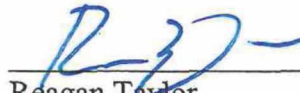
WHEREAS The Bullpen Company (hereinafter "Contractor") wishes to perform grant writing services as an independent contractor for Madison County, Kentucky (hereinafter "County"), and whereas the County wishes to secure grant writing services from Contractor, said parties hereby agree as follows:

1. *Compensation:* This contract for Grant Writing and Administration Contractual Consultant, shall be certified in the sum of \$35,000.00 per year for a minimum of 40 hours of actual work done per month. The amount shall be paid monthly (\$2916.67 per month) for services rendered through a request by invoice to the Madison County Fiscal Court. Payment due within 30 business days of receipt of the invoice. This contract provides that in the event contract stipulations, job requirements, and/or assignments require more than 40 hours per month, additional compensation is not provided. All job-related expenses are included in the annual payment outlined above. Additional services or amendments to the services described herein may be agreed upon, in writing, between the parties.
2. *Term:* The term of the agreement shall begin on July 1, 2020 and may be reviewed for renewal by June 30, 2021. The Contractor may terminate the contract without cause upon thirty (30) days written notice to the Madison County Fiscal Court without penalty. The Madison County Fiscal Court may terminate the contract without cause upon thirty (30) days written notice to the Contractor. Following such termination, the Madison County Fiscal Court shall still be obligated to make any payments still due to the Contractor for work already performed and the Contractor shall ensure that any work product produced prior to termination is transferred (handed over) to Madison County Fiscal Court. This contract is subject to change upon notice to the Madison County Judge Executive and does not imply the possibility of long-term or future full-time employment or benefits associated with full-time employment.
3. *Scope of Services:* Contractor agrees to provide the following services for the County:
 - a. Work with other agencies and organizations to help facilitate the improvement and/or operation of the Madison County Fiscal Court and or the Madison County Judge Executive.
 - b. Maintain information and all records as requested that are necessary for the facilitation of grant management and fiscal resources.
 - c. Keep a work log outlining a description of duties performed which is subject to review at any time.
 - d. Oversee Madison County Fiscal Court grants as directed.
 - e. Complete and submit various grants as dictated by the Madison County Judge Executive and maintaining proper documentation for all grants assigned.
 - f. Prepare and present grant proposals as requested in time to meet deadlines and prepare the proposal for submission.
 - g. Be aware of all federal, state and local laws pertaining to grant administration, including but not limited to, procurement, wage and hour, reporting requirements, etc.
 - h. Attend meetings necessary to accomplish the required work.
4. *Independent Contractor:* Contractor is responsible for the payment of all federal, state and local income taxes related to payment under this agreement.

5. *Confidentiality*: Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this contract. Contractor agrees not to disclose private information about the County, or any work performed for the County. "Private information" does not include information available in the public domain.
6. *Ownership of Materials*. All materials developed by the Contractor are the property of the County and should be submitted to the County at the completion of a grant or upon request at any time.
7. *Venue*: The venue for resolving any dispute arising under this Agreement shall be Madison County, Kentucky.
8. *Severability*: If any provision of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.



Tom Webb
The Bullpen Company



Reagan Taylor
Madison County Judge Executive

Date: 6-25-20

Date: 6-23-2020