

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-45**

**A RESOLUTION APPROVING A CONTRACTUAL SERVICE
AGREEMENT FOR GIS PROFESSIONAL SERVICES**

WHEREAS, the Madison County Fiscal Court (County) wishes to contract with a qualified GIS Professional to temporarily provide GIS services during an employment vacancy in the GIS Coordinator position within the Department of Information Technology; and

WHEREAS, it has been determined that Megan S. Tucker (Contractor) has the required skills and knowledge to provide the Madison County Fiscal Court with GIS Professional Services; and

WHEREAS, this Contract shall auto renew each month but shall not exceed six months; and

WHEREAS, specific terms and conditions have been agreed upon between the parties; which is attached hereto this Resolution and shall be considered the Contractual Service Agreement for GIS Professional Services; and

WHEREAS, this Contract does not imply the possibility of long-term or future full-time employment or benefits associated with full-time employment; and

WHEREAS, the County will only supply the Contractor with network credentials for secure remote access to County GIS data, services, and servers;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Tudor, seconded by Bathin.

Vote:

Yes

No

Judge Executive Reagan Taylor

Magistrate Ben Robinson III

Magistrate John Tudor

Magistrate Roger Barger

Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
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<u>✓</u>	<u> </u>

Signed:

R-22
Reagan Taylor
Madison County Judge Executive

3-22-2022
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

3-22-22
Date

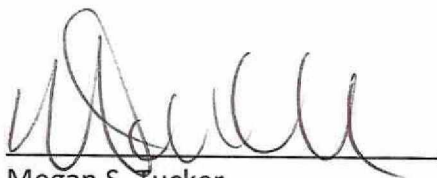
**Contractual Service Agreement for
Madison Fiscal Court GIS Professional Services**

WHEREAS Megan S. Tucker (hereinafter "Contractor") wishes to perform GIS Professional Services as an independent contractor for Madison County, Kentucky (hereinafter "County"), and whereas the County wishes to obtain GIS Professional Services from Contractor, said parties hereby agree as follows:

1. **Compensation:** Compensation under this GIS Professional Services Contract shall be \$75 per hour with no more than 32 hours worked per month. This contract provides that in the event contract stipulations, job requirements, and/or assignments that require more than 32 hours in a month need pre-approval from the Chief Information Officer and will be compensated at a rate of \$75 per hour. The amount shall be paid monthly to the Contractor for services rendered through a request by invoice to the Madison County Fiscal Court, the invoice shall include a detailed work log attached to the invoice. Payment is due within 30 business days of receipt of the invoice. All job-related expenses are included in the hourly rate 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 April 1, 2022 and will automatically renew each month but shall not exceed six months. A 15-day written notice provided by either party will terminate the contract. 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. If a full time-period is not executed, the rate of pay will be pro-rated according to the Compensation Terms. This contract 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. Weekly GIS System Maintenance will be completed at least once with in a seven-day period; this includes but is not limited to compacting of the GIS ESRI Databases and related systems.
 - b. System Operations and Health Checks shall be completed no less than 3 times a week, this includes the periodic checking of operations and health of the GIS services being provided to citizens and employees of Madison County, Kentucky.
 - c. GIS Data updates and Maintenance request will be completed in the time frames as established by the Chief Information Officer and the Contractor based on the project. This includes request to modify, update, create or deliver GIS related data and services as requested by the Chief Information Officer.
 - d. Data Quality Control includes the quality of control of data being inserted into the GIS System by other employees and or agencies, discrepancies should be reported to the

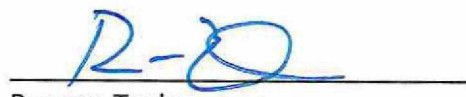
Chief Information Officer. Contractor shall review changes and additions throughout the month to verify the consistency and quality of the data. Errors and Issues shall be reported to the Chief Information Officer.

- e. Production of Services, this includes the addition of or modification of webservices, data queries and data analysis as requested by the Chief Information Officer.
 - f. Assist and respond to emergency situations and natural disasters as related to data acquisition, dissemination, and analysis.
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 its data that may be housed in its GIS System, 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 project or upon request at any time.
7. **Provided Access and Equipment:** Madison County will furnish the Contractor with a Madison County Email account, software for secure remote VPN access to the GIS Systems which includes servers and GIS Desktop, and ESRI Account Access. Madison County will not provide equipment or software to the Contractor other than what is listed in this Agreement.
8. **Jurisdiction and Venue:** The Parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of Madison County, Kentucky.
9. **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.



Megan S. Tucker
Contractor

Date: 3-24-2022



Reagan Taylor
Madison County Judge Executive

Date: 3/22/2022