

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-38**

**A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES
AGREEMENT FOR REGIONAL ECONOMIC DEVELOPMENT INITIATIVE**

WHEREAS, the Madison County Fiscal Court (the "County") wishes to enter into a Professional Services Agreement with Glick Strategies, LLC for regional economic development due diligence; and

WHEREAS, Glick Strategies, LLC has completed other similar projects for entities who are part of the partnership; and

WHEREAS, this project is being funded by the Regional Economic Development as part of the Product Development Initiative, and Madison County will be reimbursed by the partnership upon completion;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by BOTKIN, seconded by HUGHES.

Vote:	Yes	No
Judge Executive Reagan Taylor	<u>✓</u>	<u> </u>
Magistrate James Brian Combs	<u>✓</u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>

Signed:

R-29
Reagan Taylor
Madison County Judge Executive

4-23-2024
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

4-23-2024
Date



April 19, 2024

Madison County Fiscal Court
135 W Irvine Street, Suite 300, Richmond, KY 40475

Following are the terms of our agreement (the "Agreement")

Terms

For a term beginning April 22, 2024 through Dec. 31, 2024 Glick Strategies, LLC will provide communications services as detailed in the attached Scope of Work to Madison County Fiscal Court ("Client"). As compensation for our services, Glick Strategies, LLC will be compensated in accordance with the attached scope of work ("Attachment A"). Services outside of the agreed upon scope will be negotiated on a per project basis.

Payment Terms

(a) Glick Strategies will provide Client with an invoice, payable within thirty (30) days that includes monthly fee for staff services, third-party expenditures, travel/accommodation costs, and any other expenses incurred on your behalf.

(b) In the event payments due are not made within fifteen days (15) days, Glick Strategies will be entitled to charge Client a late penalty of one and a half percent (1½%) per month on any overdue and unpaid balance. Client agrees to reimburse Glick Strategies for all expenses (including reasonable attorney's fees and disbursements) incurred in the collection of any overdue and unpaid invoices.

(c) Glick Strategies reserves the right to suspend or terminate all service to Client without liability resulting directly or indirectly from such suspension or termination; in the event that any undisputed invoice or any undisputed portion of any disputed invoice for staff time charges, third-party expenditures, travel/accommodation or out-of-pocket charges or costs remain unpaid fifteen (15) days from the date of invoice.

(d) Without limiting the foregoing, we reserve the right in the case of any delinquency of Client's payments or any impairment of Client's creditworthiness, to change the requirements as to terms of payment under this agreement, except for the amount owed monthly to Glick Strategies payable for services rendered, described in the "terms" paragraph.

Expenses

Client shall reimburse Glick Strategies for reasonable expenses ("Reimbursable Expenses"), incurred in connection with the services rendered. Reimbursable expenses include, but are not limited to, postage, delivery fees, photocopying, conference calls, subscriptions, DVDs or E-clips, parking, mileage and other similar items. Other reimbursable expenses include the actual, out-of-pocket costs incurred for coach air travel (when air travel is requested by the client), ground transportation, lodging, meals, tolls and parking. We prefer that out-of-pocket expenses are direct billed to the client. Expenses that exceed one hundred (\$100.00) such as, but not limited to, printing, video or other creative services, event expenses, and equipment rental are subject to an additional fifteen percent (15%) handling fee if Glick Strategies pays these charges on Client's behalf.

Media Buying

If necessary, Glick Strategies can produce for client approval a media plan with specific recommendations and negotiated rates. Upon client approval, Glick Strategies will invoice Client monthly in advance of the media

1101 Windsong Way
Louisville, KY 40207
www.glickstrategies.com



placement. If payment of media costs is not received by the due date, the media buy may be canceled for that month. Commissions generated by the purchase of advertising on behalf of clients remain with Glick Strategies as our compensation for negotiating rates, trafficking ads and ensuring placements occur as negotiated with the media outlets.

Confidentiality

Glick Strategies acknowledges its responsibility, both during and after the term of this agreement, to exercise reasonable care to preserve the confidentiality of any proprietary or confidential information or data developed by Glick Strategies on behalf of Client in the course of its services, or disclosed by Client to Glick Strategies. Glick Strategies' obligation shall not extend to:

Information that is in the public domain at the time of disclosure to Glick Strategies or which enters the public domain through no fault of Glick Strategies; information that is in the possession of Glick Strategies or its employees at the time of disclosure to Glick Strategies; information that Glick Strategies, or its employees, receives from a third party under no obligation of confidentiality to Client; and information which is required to be disclosed pursuant to any court order or directive having the force of law. Notwithstanding the above, Glick Strategies' obligation to maintain the confidentiality of any such information that it maintains in its possession or control shall cease on the third anniversary of the termination of this agreement.

Indemnity

It is acknowledged that Glick Strategies cannot undertake to verify facts supplied to it by Client, or factual matters included in material prepared by Glick Strategies and approved by Client. Accordingly, Client agrees to indemnify and hold harmless Glick Strategies from and against any and all losses, claims, damages, expenses (including reasonable attorney's fees) or liabilities which Glick Strategies may incur as a result of any materials, releases, reports, or information supplied to Glick Strategies by, or on behalf of, Client, or prepared by Glick Strategies and approved by Client prior to dissemination, publication or broadcast, except when directly attributable to Glick Strategies' failure to use due care.

Ownership of Materials

(a) All materials submitted or developed by Glick Strategies for Client and any other tangible work product produced by Glick Strategies specifically on behalf of Client during the term of this Agreement (collectively, "Materials"), shall, as between Glick Strategies and Client, be deemed Client's property exclusively (subject, however, to any licensed third party rights retained therein), provided that Client pays for such Materials.

All such Materials belonging to Client which are eligible for copyright protection in the United States or elsewhere shall be deemed works made for hire. If any such Materials are deemed for any reason not be a work made for hire, Glick Strategies, without further consideration, assigns all such rights, title and interest in the copyright of Materials to Client, and Glick Strategies agrees, at the request and expense of Client, to execute and deliver such documents and instruments as shall be necessary to evidence Client's ownership and copyright interest therein.

Entire Agreement

This Agreement contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in the written contract shall be valid or binding; this Agreement may not be modified in any way without the written agreement of the parties.

Governing Law and Jurisdiction

1101 Windsong Way
Louisville, KY 40207
www.glickstrategies.com



This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflicts of laws of principles.

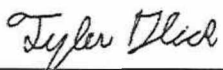
Dispute Resolution

If a dispute arises between the parties, each party agrees to negotiate in good faith to reach a mutually agreeable resolution. If after sixty (60) days the parties fail to reach such a mutually agreeable resolution, the parties may mutually elect to participate in non-binding mediation in such jurisdiction and before such mediator as the parties agree. The parties will share equally in the cost of such mediation. Notwithstanding the foregoing, the parties may, after failing to reach a mutually agreeable resolution within such sixty (60) days period, pursue remedies available at law or equity and in accordance with the provisions of this Agreement.

Duration

- (a) Glick Strategies' appointment under this Agreement shall be effective upon receipt of this contract.
- (b) This Agreement may be terminated by either party for any reason or no reason, whether or not extended beyond the initial term, by giving the other party written notice thirty (60) days in advance.
- (c) Upon termination of this Agreement, provided that there is no outstanding indebtedness then owing by Client to Glick Strategies, Glick Strategies shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client. Client will assume Glick Strategies' liability under and indemnify Glick Strategies with respect to all outstanding contracts and authorized commitments made on Client's behalf.

If you are in agreement with the above, kindly sign both copies of this letter in the space below Thank you for selecting Glick Strategies and we look forward to working with you and all of your colleagues.



Tyler Glick
Owner-Operator
Glick Strategies, LLC

4/19/24
Date



Seen and Agreed to by
Madison County Fiscal Court

4-23-2024
Date



ATTACHMENT A: SCOPE OF WORK

OVERVIEW

Scott, Madison, and Fayette Counties seek a public relations partner to help coordinate and execute a public education and media relations campaign for their PDI Joint Venture. The goal is to create a cohesive storytelling effort to inform the public on the benefits of a committed regional joint economic development effort. Glick Strategies will serve as a trusted advisor, helping to chart a course and implement a robust and cohesive communications strategy.

Media Relations

Our team will leverage our strong relationships with Kentucky reporters, producers and assignment editors. We will work in a proactive manner to educate the media and the public on the tremendous opportunity before the three counties, the advantages of the regional approach, key project details, and the benefits of leveraging state dollars to help create more good jobs for the area.

We will:

1. Curate a media kit with Q&A, myth/fact and other materials
2. Draft messaging and messaging maps
3. Create a timeline for announcements
4. Coordinate messaging between the counties and with key partners like the Cabinet for Economic Development, KAED, etc.
5. Draft and distribute all media materials (press releases, backgrounders, statements, studies)
6. Field media requests
7. Prepare officials for media interviews
8. Engage in media pitching
9. Provide reporter briefings
10. Draft and place opinion editorials and letters to the editor
11. Organize, script and execute media events (press conferences, groundbreakings, etc.)
12. Provide full broadcast, digital and social media monitoring/listening utilizing our multiple AI-powered subscription services, along with human tracking
13. Disseminate key clips in real-time
14. Assemble reports including full ad equivalency metrics

Budget for Professional Fees

\$4,000 per month *(for the above PR statement of work)*

Relevant Additional Services Available

Social Media Management
Video Production
Media Buying
Public Opinion Surveys
Graphic Design
Direct Mail

(Any expenses for additional services outside the PR statement of work would require pre-approval by the client. Client could consider a possible additional services budget total of approximately \$2K-\$10K for the entirety of the contract period.)

1101 Windsong Way
Louisville, KY 40207
www.glickstrategies.com