

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2025-081**

**A RESOLUTION OF THE MADISON COUNTY FISCAL COURT AUTHORIZING
THE COUNTY JUDGE/EXECUTIVE TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT FOR ADVOCACY SERVICES**

WHEREAS, the Madison County Fiscal Court (Fiscal Court) recognizes the importance of effectively advocating for the needs and priorities of Madison County at the local, state, and federal levels of government; and

WHEREAS, the Fiscal Court desires to engage a professional firm or individual with expertise in governmental affairs, public policy, and advocacy to represent and advance the interests of Madison County; and

WHEREAS, such services will include, but are not limited to, legislative monitoring, strategic communications, policy development, grant opportunity identification, and representation of Madison County's priorities before elected officials, agencies, and organizations; and

WHEREAS, the Fiscal Court finds it in the best interest of Madison County to authorize a professional services agreement for advocacy services to support the County's goals and initiatives; and

NOW, THEREFORE, BE IT RESOLVED THAT THE MADISON COUNTY FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AS FOLLOWS:

1. That the Fiscal Court hereby approves entering into a Professional Services Agreement for Advocacy Services with Stoll, Keenon, Ogden Government Relations, LLC.
2. That the County Judge/Executive is authorized to negotiate, execute, and deliver said agreement and any related documents, subject to review by the County Attorney, on behalf of Madison County.
3. That compensation for such services shall be paid from the approved Fiscal Court budget in accordance with the terms of said Agreement.

Adopted this 9th day of September 2025.

Motion made by Lochmueller, seconded by Botkin.

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

Signed:

12-79
Reagan Taylor
Madison County Judge/Executive

9-9-2025
Date

Attested:

Kenny Barger MCC
Kenny Barger
Madison County Clerk

9-9-2025
Date



This represents the end of the Official Resolution.

The remaining pages are supporting documentation collected through the process and were deemed important for historical reference.

RETENTION AGREEMENT

This Retention Agreement (“Agreement”) is entered into between Madison County (“Client”) and Stoll Keenon Ogden Government Relations, LLC (the “Consultant”).

RECITALS

WHEREAS, the Consultant is engaged in the provision of strategic consulting and government relations services; and

WHEREAS, Client wishes to utilize the consultation, strategic advice, and lobbying advocacy services of the Consultant to represent Client’s interests; and

WHEREAS, the parties have agreed to the terms under which the Consultant will represent Client’s interests and wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are acknowledged, intending to be legally bound hereby, the parties agree as follows:

1. Term of Contract. This Agreement shall become effective on September 15, 2025 and shall remain effective through June 30, 2026. This Agreement shall automatically renew on July 1 and be extended from year to year upon the expiration of the initial term subject to the termination provisions provided in Section 7 below.
2. Duties of the Consultant.
 - a. Consultant will provide strategic consulting and/or lobbying advocacy services, including, but not limited to, direct contact with members of the executive branch, legislative branch, and executive branch agencies in furtherance of Client’s interests, as well as local government agencies as appropriate (“Consulting Services”).
 - b. Consultant shall be responsible for complying with all applicable laws and regulations governing lobbying, including, but not limited to, registration and reporting requirements for lobbyists, which may be necessary or recommended in the discharge of the obligations herein undertaken. Client may have additional independent compliance and reporting requirements.
3. Confidentiality and Absence of Legal Privileges.
 - a. Communications with SKO-GOV Clients who are Not also Clients of Stoll Keenon Ogden PLLC. Client acknowledges that it is not retaining Consultant for the purpose of obtaining legal advice or legal services, and that Client and Consultant are not entering an attorney-client relationship as a result of this Agreement. As such, communications between (a) Client, who is not also client

of the law firm of Stoll Keenon Ogden PLLC and (b) Consultant, including communications with members, employees, or agents of Consultant who are licensed attorneys, are not protected by the attorney-client privilege and shall not be regarded as privileged or made solely for the purpose of assisting counsel in rendering legal advice.

- b. Documents. In this regard, any written documents, records, reports, schedules, transcripts, work papers and all information secured, or analyses prepared or produced by Consultant will not constitute attorney-client privileged communications or attorney work product, even if the preparer is a licensed attorney. However, Consultant will take reasonable steps to protect the confidentiality of any records so designated, and Consultant will not permit inspection of any papers or documents, except pursuant to court order, without the advance permission of Client or as may be otherwise required by law.
- c. Confidentiality. The Consultant acknowledges that as a result of the retention of the Consultant by Client, the Consultant may become informed of, and have access to, confidential information of Client, including, but not limited to, reports, studies, drawings, contracts, business plans, trade secrets, technical information, plans and specifications (collectively, the "Confidential Information"). Except as expressly authorized by Client, the Consultant shall not at any time during or subsequent to the term of this Agreement use reveal, report, publish, transfer or otherwise disclose to any person, corporation or other entity any of the Confidential Information. Consultant will take reasonable precautions that confidential discussions are protected from accidental or inadvertent disclosure by Consultant. Upon termination of this Agreement or at any time upon written request of Client, Consultant shall promptly return or certify the destruction of, at Client's discretion, all Confidential Information.

4. Client. Consultant's client for this matter is the following entity:

Madison County
c/o County Judge Reagan Taylor
135 West Irvine Street, Suite 300
Richmond, Kentucky 40475

5. Compensation of Consultant and Client's Payment of Expenses incurred by Consultant in providing Consulting Services.

- a. Client shall compensate Consultant for the services rendered hereunder at the monthly rate of five thousand dollars (\$5,000.00) per month, plus reasonable and related expenses, commencing on September 15, 2025. Invoices shall be submitted by Consultant on a monthly basis and shall be paid within thirty (30) days of submission.

- b. Client will reimburse Consultant for all expenses, including, but not limited to, filing fees and legal expenses, incurred in complying with applicable laws and regulations governing lobbying activities if pre-approved by the Judge/Executive.
6. Independent Contractor. Consultant will at all times be treated as an independent contractor of Client, and no mutual agency, confidential, fiduciary or partnership relationship shall exist between Client and Consultant.
7. Termination. This Agreement and the obligations herein undertaken shall terminate on June 30, 2026. The Parties may extend this Agreement after termination by mutual agreement. Except as set forth elsewhere herein, neither party shall have any further obligation pursuant to this Agreement as of the Termination Date. In addition, Consultant may terminate this Agreement upon written notice to Client in the event any Consultant invoice is outstanding and not paid for forty-five (45) days after submission.
8. Conflicts. Client understands that the Consultant is wholly owned by the law firm of Stoll Keenon Ogden PLLC; however, Client also understands that Client does not have an attorney-client relationship with Stoll Keenon Ogden PLLC merely as a result of Client retaining Consultant for Consulting Services. Client also understands that, to the extent the Client is not independently of this Agreement a client of Stoll Keenon Ogden PLLC, the attorney-client privilege does not apply to Client; that Stoll Keenon Ogden PLLC can represent clients adverse to Client without the need to secure conflict waivers; and none of the protections afforded clients in an attorney-client relationship shall apply to Client. For its part, Consultant undertakes to promptly notify the Client if Consultant, based upon actual knowledge of Client's specific activities and objectives as communicated by Client, undertakes representation of another Consultant client whose interests are in conflict with or adverse to the interests of the Client.
9. Authority. Each of the parties warrants and represents to the other that it has the full power and authority to execute, deliver, enter into and perform this Agreement; that the execution, delivery and performance hereof has been fully and properly authorized and approved; and that the individual executing and delivering this Agreement on its behalf has been duly authorized, and is fully empowered, to do so.
10. Non-Reliance; Entire Agreement. The making, execution, and delivery of this Agreement by the parties hereto have not been induced by any representations, warranties, statements, or agreements other than those expressed in this Agreement and Consultant cannot guarantee the results or outcome of any specific strategy. This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes and cancels all prior written or oral contracts, agreements and understandings of the parties with respect to it. No amendment to this Agreement shall be effective unless in a writing executed by all parties.
11. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky without regard to its conflict of laws provisions. In the event of an action or suit initiated with respect to this Agreement, the parties agree

that venue shall be in Madison County, Kentucky. In the event of an action or suit initiated by the Client, the parties agree that venue shall be solely in Madison County, Kentucky.

IN WITNESS WHEREOF, each of the parties has caused it duly authorized representative to duly execute and deliver this Agreement, effective as of the date first above written.

“Consultant”

Stoll Keenon Ogden Government Relations, LLC

By: _____

Stephen Huffman

Stoll Keenon Ogden Government Relations, LLC
201 W. Main Street, Suite B
Frankfort, KY 40601
shuffman@sko-gov.com

“Client”

Madison County

By: _____

County Judge Reagan Taylor

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