

## AGREEMENT

THIS AGREEMENT is made as of April 15, 2025, by and between McCarthy Strategic Solutions, LLC (“MSS”) and Bullitt County Public Schools.

### PREMISES:

Bullitt County Public Schools has contacted McCarthy Strategic Solutions, LLC regarding the performance of certain services described and attached hereto as Schedule 1.

MSS is ready, willing, and able to provide such services.

The parties desire to memorialize their understandings regarding the scope of the services to be provided, the terms of compensation, and certain other matters.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Confidentiality. MSS shall keep strictly confidential and not disclose to any third party or not use for any other purpose except performance of this Agreement any confidential or proprietary information of Bullitt County Public Schools, including, without limitation, the terms, and conditions of this Agreement. MSS shall disclose confidential information to Personnel on a need-to-know basis only; provided, such Personnel are bound by a written agreement of confidentiality and non-use at least as restrictive as this Agreement. MSS shall promptly notify Bullitt County Public Schools of any breach of this section of which MSS becomes aware. Upon the later of Bullitt County Public Schools’s request and termination or expiration of this Agreement, MSS shall promptly return to Bullitt County Public Schools all confidential information provided that MSS may retain one copy in its confidential files for the sole purpose of determining its continuing obligations under this Agreement. Notwithstanding the return and destruction of confidential information, MSS will continue to be bound by its obligation under this section for one (1) year after the termination or expiration of this Agreement. The foregoing obligation shall not apply to information that MSS can demonstrate: (i) at the time of disclosure, is known publicly as thereafter becomes known publicly through no fault of MSS; (ii) become available to MSS from a third party which is not legally prohibited from disclosing such information; (iii) was developed by MSS independently of information obtained from Bullitt County Schools as evidenced by written records; or (iv) is required by law to be disclosed, provided that MSS promptly notified Bullitt County Public Schools of such requirement, cooperated with Bullitt County Public Schools if Bullitt County Public Schools seeks a protective order or other remedies to protect such confidential information, or furnish only that portion of the confidential information which MSS is legally required to disclose.
2. Scope of Services. Bullitt County Public Schools hereby engages MSS to perform, and MSS agrees to perform, the services described and attached hereto as Schedule 1 and incorporated herein by this reference.
  - a. MSS shall report to Bullitt County Public Schools, or such authorized designee, with respect to all services to be performed under this Agreement.
  - b. MSS will coordinate its work with that of Bullitt County Public Schools’s staff and will schedule and arrange meetings as MSS or Bullitt County Public Schools may deem necessary to assure such coordination.

3. Term. The term of this Agreement shall commence on April 1, 2025 and conclude on April 30, 2026. The contract shall be renewable for an additional time period upon written approval by both parties within 30 days in advance of the termination date of this agreement.
4. Termination Without Cause. Within thirty (30) days of written notice, either party may terminate the Agreement. The Agreement shall be declared null and void upon the expiration of the 30-day written notice period.
5. Termination of Agreement by Mutual Agreement. In the event Bullitt County Public Schools and MSS shall mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
6. Effects of Termination. Bullitt County Public Schools shall compensate MSS for all services completed hereunder up to the date of termination. Upon the termination of this Agreement, as provided herein, neither party shall have any further obligation hereunder except for (1) obligations accruing before the date of termination, and (2) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, indemnities, and professional insurance coverage, if required.
7. Compensation. Bullitt County Public Schools agrees to pay MSS \$6,000 per month for the services provided in Schedule 1, plus the sales tax addressed below in Paragraph 8. Bullitt County Public Schools also agrees to pay MSS any reasonable and related expenses incurred in the rendering of services provided for in Schedule 1 and for any associated registration fees described in Paragraph 9. Any special expenses must be pre-approved by Bullitt County Public Schools.
8. Taxes. Bullitt County Public Schools shall pay MSS an amount equal to six (6) percent of the portion of monthly compensation and expenses provided for in Paragraph 7 that is attributable to the furnishing of lobbying services provided under this Agreement as sales tax imposed pursuant to KRS 139.200(2)(t). The sales tax may not be applicable if Bullitt County Public Schools possesses a Certificate of Exemption issued by the Kentucky Department of Revenue exempting Bullitt County Public Schools from the obligation to pay sales taxes. The portion of the monthly compensation and expenses subject to sales tax shall be determined by MSS and provided to Bullitt County Public Schools on the monthly invoice described below in Paragraph 10.
9. Ethics Reporting. If determined necessary, MSS will register with both the Kentucky Legislative Ethics Commission and the Kentucky Executive Branch Ethics Commission to represent Bullitt County Public Schools. Bullitt County Public Schools will be responsible for any fees for this process. MSS will work with Bullitt County Public Schools on completing all reporting that is required by law.
10. Method of Billing and Payment. MSS shall provide once each month, by the first calendar day of the month, an invoice for services to be rendered in that month which shall include the amount of sales tax imposed pursuant to KRS 139.200(2)(t) and referred to above in Paragraph 8 unless exempted as described therein. Bullitt County Public Schools will pay MSS within fifteen (15) business days after the receipt of the invoice. Invoices not paid within thirty (30) days after their dates shall bear interest at a rate of five (5) percent per annum.
11. Subcontracting. If MSS deems it appropriate to subcontract any portion of the services to be performed under this Agreement, it shall retain all responsibility for the timely and proper completion of all services

performed by any subcontractor, as well as, for payment of any amounts owed such subcontractor. Neither party may assign any of its rights under this Agreement without the other's consent. Any such subcontractor shall be bound by the confidentiality provisions herein stated. Upon written request from Bullitt County Public Schools, MSS shall provide a list of subcontractors used and other information reasonably requested about such subcontractors from Bullitt County Public Schools.

12. Indemnification. To the extent allowed by Kentucky state law, BCPS shall be responsible for all liability, claims and expenses arising from this Agreement, which are attributable to the actions, negligence or misconduct of BCPS. MSS shall be responsible for all liability, claims and expenses arising from this Agreement, which are attributable to the actions, negligence or misconduct of MSS.
13. Independent Contractor. In performing its services under this Agreement, MSS acts as an independent contractor and not as a partner or agent or employee of Bullitt County Public Schools. Bullitt County Public Schools shall not exercise control over MSS's employees' daily performance of obligations under this Agreement.
14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Kentucky, without reference to the conflicts of laws principles thereof.
15. Headings. The paragraph headings in this Agreement are for convenience of reference only and shall have no bearing on the construction or any provision thereof.
16. Entire Agreement. This Agreement constitutes the final written integration of the parties' intentions with respect to the subject matter hereof and is a complete and exclusive statement of those terms.
17. Notices: All notices under this Agreement shall be in writing and shall be delivered by hand, sent by facsimile, or mailed by certified mail, return receipt requested, and addressed as follows:

McCarthy Strategic Solutions, LLC  
113 West Main Street  
Frankfort, Kentucky 40601  
(502) 875-0081

Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165  
502-869-8000

Notice shall be deemed to have been delivered upon the first business day on or after the date dispatched, if by hand delivery, facsimile, or otherwise on the third business day after it is properly stamped, addressed, sealed in an envelope and placed in the United States mail.

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

McCarthy Strategic Solutions, LLC

Bullitt County Public Schools

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: Founder/Managing Partner

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE 1**

MSS will work on behalf of Bullitt County Public Schools and its leadership team to provide government relations services that includes, but is not limited to, the following:

MSS will work with Bullitt County Public Schools to implement a strategic action plan, the objective of which is to secure \$30 million in funding for the development of the Area Technology Center (ATC) in Bullitt County. Action items to be undertaken in furtherance of this strategic action plan shall include the following:

- Lobbying the legislative and executive branch agencies on behalf of Bullitt County Public Schools to obtain funding for the ATC in Bullitt County;
- Monitoring legislation, regulatory actions or considerations of policy implementation that could have the intended or unintended consequences impacting Bullitt County Public Schools budgetary request;
- Scheduling meetings with key decision-makers in the legislative branch, specifically Sen. Michael Nemes, Rep. Emily Callaway, Rep. Thomas Huff, and Rep. Peyton Griffee;
- Build upon Bullitt County School's existing relationships within the executive branch including the Governor's Office and Commissioner of Education Robbie Fletcher.
- Identifying and coordinating opportunities to develop third-party allies to advance identified government affairs goals;
- In collaboration with Bullitt County Public Schools, producing educational and advocacy materials to be shared with policymakers.

In addition to the development and implementation of the strategic action plan, MSS shall also supply to Bullitt County Public Schools a suite of government relations services that include the following:

- Summaries of legislative committee meetings addressing Bullitt County Public School's budgetary request;
- Summaries of executive branch agency meetings or hearings addressing Bullitt County Public School's budgetary request;
- Periodic updates addressing political matters within Kentucky that include election updates and opportunities to engage in the political environment;
- Host a regular conference call between MSS and Bullitt County Public Schools leadership to ensure proper steps are being taken to advance your goals;
- Provide a weekly newsletter that includes committee summaries, legislative schedule, political events, and other relevant news.
- Daily news clips addressing matters of interest to Bullitt County Public Schools;
- Filing of all required legislative and executive ethics reports to the extent these obligations are applicable to the scope of engagement between MSS and Bullitt County Public Schools.