

SFG SERVICE AGREEMENT

This Agreement (the “Agreement”) is entered into between Strategic Funding Group, Inc. a Georgia corporation (“SFG”), and Lexington-Fayette Urban County Government (“Client”), for and on behalf of its Office of Homelessness Prevention and Intervention in the State of Kentucky (“Sponsor”). SFG and Client are collectively referred to as the “Parties.”

TERMS AND CONDITIONS

1. Duration and Scope of Agreement; Client Responsibilities.

- 1.1. **Duration.** This Agreement is for a term of one (1) year, beginning on the date both entities sign this Agreement.
- 1.2. **Scope.** SFG shall provide the following services under this agreement (“the Services”): preparation of the narrative portion of Sponsor’s grant application to HUD, titled “FY22 HUD Continuum of Care Supplemental NOFO to Address Unsheltered and Rural Homelessness”
- 1.3. **Limitation of the Services.** Any SFG services beyond the scope of the Services, including research reports, grant applications, or reviewing and analyzing any services provided by a third-party service provider other than SFG, shall be deemed beyond the scope of this Agreement. This Agreement shall be limited to providing the Services and any additional services performed by SFG on behalf of Client shall be governed by a separate agreement.
- 1.4. **Client Responsibilities:** Client agrees to: (a) timely provide SFG with all information reasonably requested by SFG; (b) restrain from taking any action which would unduly interfere with SFG’s ability to perform the Services; (c) take such other actions in a timely manner as shall be reasonably requested by SFG; and (d) ensure the accuracy of information provided by Client to SFG. In addition, Client assumes full responsibility for reviewing all final grant applications for accuracy of information provided by Client. Client, for itself and its respective agents, successors, and assigns, hereby fully, forever, irrevocably, and unconditionally mutually releases SFG, including its successors and assigns, from any and all claims or liabilities arising from Client’s failure to review final grant applications for accuracy of information provided by Client.

2. Compensation; Payment of Invoices

- 2.1. Total Compensation.** The total amount paid by Client to SFG for the Services shall not exceed **Seven Thousand and Five Hundred Dollars (\$7,500.00) (“Funds”)** unless the Parties agree to a modification of this Agreement, which shall only be effective through a signed, written amendment. SFG understands that any amounts paid by Client pursuant to this Agreement shall be used only as compensation for the Services described herein.
- 2.2. Initial Deposit.** Upon executing this Agreement, Client shall pay SFG an initial deposit of \$3750.00.
- 2.3. Payment on Completion.** Upon completion of the Services, Client agrees to pay SFG a second installment of \$3750.00.
- 2.4. Additional Consultations.** Any consultation services requested by Client in addition to the Services shall be invoiced to the Client according to current SFG billing rates as provided in paragraph 3.4, and shall be paid with the Client’s second installment referenced in Paragraph 2.4. If the cost of these additional consultation services exceed the total Funds specified under this Agreement, SFG shall provide advanced written notice of the anticipated balance before incurring the costs of these additional consultations, so that the Parties may appropriately modify this Agreement. In no event shall the Client be liable for any costs beyond the amount of Funds specified in this Agreement if SFG does not provide the advanced written notice specified in this Paragraph.
- 2.5. Work Beyond the Scope of the Services.** SFG shall provide advanced written notice if it anticipates that any additional work will be required by SFG in addition to the Services described herein in order to fully perform its obligations under this Agreement, and the Client may approve the additional work if it believes that work is appropriate. Further, SFG shall not incur any costs for work that exceed the total Funds specified herein without providing advanced written notice to Client. In no event shall the Client be liable for any costs beyond the amount of Funds specified in this Agreement if SFG does not provide the advanced written notice specified in this Paragraph.
- 2.6. Collecting Payment; Interest; Attorney’s Fees.** The amount of Funds owed to SFG that are due and remain unpaid to SFG will, only if undisputed and unpaid for a period of thirty (30) business days from the date due, bear interest at the long-term applicable federal rate prescribed by the Internal Revenue Service for the time period in

question until paid in full. The Client agrees to pay all costs of collection of unpaid fees including all costs of collection and reasonable attorney's fees. This requirement is not a penalty; it is merely a reflection of the expectation interests of SFG.

3. Termination; Payment of Compensation Upon Termination

3.1. General rule. Either Party may terminate this Agreement by providing written notice to the other party within thirty (30) days before termination.

3.2. Effect of Termination on Compensation.

3.2.1. Client Termination Without Cause. For purposes of this Agreement, Client Termination Without Cause shall be defined as any termination of this Agreement by Client prior to completion of the Services for the sole convenience of the Client and not due to any breach of this Agreement by SFG which is not remedied within thirty (30) days after receipt of written notice provided by Client. In the event of any Client Termination Without Cause, Client agrees to pay compensation to SFG equivalent to the reasonable value of the Services rendered up to the date of termination, which shall not exceed the amount of the Funds.

3.2.2. Client Termination With Cause. For purposes of this Agreement, Client Termination With Cause shall be defined as any termination of this Agreement by Client prior to completion of the Services which results from a breach of this Agreement by SFG which is not remedied within thirty (30) days after receipt of written notice provided by Client. In the event of any Client Termination With Cause, Client shall not be liable to SFG for any compensation, including but not limited to, compensation pursuant to paragraph 3.3.

3.2.3. SFG Termination Without Cause. For purposes of this Agreement, SFG Termination Without Cause shall be defined as any termination of this Agreement by SFG prior to completion of the Services for the convenience of SFG, and not due to any breach of this Agreement by Client following written notice of such events by SFG to Client and Client's failure to remedy such breach within thirty (30) days after receipt of written notice provided by SFG. In the event of any SFG Termination Without Cause, Client shall not be liable for any compensation, including but not limited to, compensation pursuant to paragraph 3.3.

3.2.4. SFG Termination With Cause. For purposes of this Agreement, SFG Termination With Cause shall be defined as any termination of this Agreement by SFG prior to completion of the Services due to any breach of this Agreement by Client following written notice of such events by SFG to Client and Client's failure to remedy such breach within thirty (30) days after receipt of written notice provided by SFG. In the event of any SFG Termination With Cause, Client agrees to pay to SFG an amount equal to the reasonable value of the Services rendered up to the date of termination, which shall not exceed the amount of the Funds.

3.3. Compensation in the Event of Termination. Compensation payable in the event of termination under this Agreement shall be calculated as follows:

3.3.1. First, SFG's reasonable time spent providing the Services as of the date of termination shall be calculated according to SFG's Billing Rates defined in paragraph 3.4; and

3.3.2. Second, such calculation shall be reduced by any deposit(s) paid by Client under this Agreement for performance of the Services.

3.4. Current SFG Billing Rates. The billing rates for all classes of SFG employees that may work on Client's matter are as follows: (i) Tier I employee's rates are \$225.00 (two hundred and twenty-five dollars) per hour; (ii) Tier II employee's rates are \$200.00 (two hundred dollars); (iii) Tier III employee's rates are \$175.00 (one hundred seventy-five dollars) per hour; (iv) Tier IV employee's rates are \$150.00 (one hundred fifty dollars) per hour. A schedule identifying the job titles of SFG employees, and the Tier to which they belong, is attached to this Agreement as "Schedule 1" and made a part hereof.

4. Assignment; Binding on Successors.

4.1. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party.

4.2. **Binding on Successors.** This Agreement is binding on the successors of the parties to this Agreement.

5. Notices.

5.1. **Notice Requirements.** Any notice or other communication required by this Agreement must be in writing and must be delivered personally

or sent by certified or registered mail, or by overnight courier, postage prepaid, to the following address:

If to SFG:

Strategic Funding Group, Inc.
1266 West Paces Ferry Road NE #173
Atlanta, GA 30327
Attn: Leah Tennille

If to Client:

Lexington-Fayette Urban County Government
Office of Homelessness Prevention and Intervention
200 East Main Street, 12th Floor
Lexington, Kentucky 40507
Attn: Jeff Herron

Notice is considered as having been given (i) on the day of personal delivery, or (ii) two days after the date of mailing.

6. Confidentiality.

6.1. Confidential Information. For purposes of this Agreement, “confidential information” means strategic funding plans, strategically based grant funding research, proposal writing for grant and contract bid opportunities, foundation and corporate grant proposal writing, strategic grants development training, proposal mentoring and critiquing, program development consultation, grant performance evaluation, packaging of funding sources, board development training, capital campaigns, tax credits, indirect cost plans, and 26 U.S.C. section 501(c)(3) designation, notes, data, sketches, drawings, manuals, documents, records, databases, programs, blueprints, memoranda, customer lists, electronic communications and all other forms of expression containing any information not readily available to the general public.

6.2. Duty to Maintain Confidentiality. Both parties agree that any confidential information generated or provided under the terms of this Agreement, will remain confidential. Notwithstanding any provision of this Agreement to the contrary, either party shall be allowed to make disclosures of confidential information: (a) as may be required by the Kentucky Open Records Act, and/or an order of a court or other governmental body of competent jurisdiction; or (b) which was known by the general public, independently of it being provided by one party to the other; or (c) after it has become generally known to the public through

disclosure other than by either party or its consultants referenced herein; and/or (d) to either party's principals, attorneys, accountants as reasonably necessary for such party's assistance.

6.3. Consent in Writing; Exception for Specific Entities. Client agrees that, during the course of this Agreement, it will not disclose any confidential information to any third party (except for the entity or entities from whom funds are being sought), and except as provided in paragraph 6.2. above, without first obtaining express written consent from SFG.

7. Miscellaneous Provisions.

7.1. Captions; Headings. The captions or headings in this Agreement are for convenience only and in no way define, limit, broaden, or describe the scope or intent of any terms or provisions in this Agreement.

7.2. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of any terms in this agreement shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement.

7.3. Applicable Law. This Agreement shall be interpreted under the laws of the Commonwealth of Kentucky without regard to the state's choice-of-law rules.

7.4. Venue. Any dispute or litigation under this Agreement shall be resolved in a court of appropriate jurisdiction with situs in Fayette County, Kentucky.

7.5. Severability. If any part of this Agreement is for any reason held to be invalid, the rest of it remains fully valid and enforceable. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be unenforceable for any reason, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced in a manner consistent with the Parties' intent as if the Agreement did not contain the particular term or provision held to be invalid.

8. **Remedies.** A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at law or in equity, are cumulative and nonexclusive.

(SIGNATURES BEGIN ON NEXT PAGE)

Date Signed:

STRATEGIC FUNDING GROUP, INC.

By: _____

Leah K. Tennille
President/Owner

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Linda Gorton
Mayor

Schedule 1

Schedule of Employee Titles and Tiers

Tier	Employee Name	Employee Title	Employee Billing Rate (dollars per hour)
I.	Leah K. Tennille, Mike Kannensohn,	President, Funding Strategist.	\$225.00
II.	Emma Tinsley, Sarah Boyd, Sarah Powers, Bre Banks	Grant Writer	\$200.00
III.	Contract Grant Writers	Grant Writer	\$175.00
IV.	Jasmine Morais, Kenya Gilkey	Project Managers	\$150.00