

## PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of July 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“Government”), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer (“CDO”) and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, (“Organization”) with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of July 1, 2022.

### WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit “A” – Scope of Work
- B. Exhibit “B” – Quarterly Report Questionnaire
- C. Exhibit “C” – Year-End Report Questionnaire
- A. Exhibit “D” – RFP #26-2022
- B. Exhibit “E” – Organization’s Response to RFP #26-2022

2. For the purposes of this Agreement, “Quarterly Progress Report” shall mean the quarterly summary of the Organization’s performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to

Organization by the Government). “Year-End Report” shall mean the year-end summary of the Organization’s performance of the services and activities required in Exhibit A and any other information required on the form attached hereto as Exhibit C, which is incorporated herein by reference (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2022, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be extended with the Organization for one additional period of twelve (12) months beginning July 1, 2023 if all performance requirements under this Agreement have been met in the first twelve (12) months and funding has been appropriated. Extension of this Agreement will be based on review of services provided for the previous twelve (12) months by the Lexington Economic Development Investment Board who will then make a recommendation to the Lexington-Fayette Urban County Council on extension of this Agreement.

4. Government shall pay the Organization the total sum of Three Hundred Thousand Dollars (\$300,000.00) for services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The first installment, in the amount of One Hundred Fifty Dollars (\$150,000.00),

shall be made upon final execution of this Agreement and receipt of an invoice from the Organization. The second installment, in the amount One Hundred Fifty Dollars (\$150,000.00), shall be made upon full provision of the services required under Exhibit A for the relevant term and receipt and review by the CDO, and acceptance by the Lexington Economic Development Investment Board, of all reports required by this Agreement, to the satisfaction of the Board and the CDO. Total sum of each payment shall be payable within ten (10) days after receipt of required invoice as required in Paragraph 9 herein, July to June inclusive.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder. If the Agreement is terminated prior to the Organization rendering at least half the services required under Exhibit A, as determined by the CDO, Organization shall be required to repay that portion of compensation received for which services were not provided.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government,

its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations.

7. Organization shall indemnify, defend and hold harmless Government, its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Organization's performance of or breach of this Agreement and/or the provision of goods or services, provided that (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including

employees and agents of Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

8. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

9. By no later than the 12:00pm (noon) on the last Friday of each quarter (e.g.: Friday, September 30, 2022; Friday, December 30, 2022; Friday, March 31, 2023; and Friday, June 30, 2023), the Organization shall submit electronically a Quarterly Progress Report to the CDO, on such forms as the CDO shall provide, containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter, (a) a description of the service provided, and (b) the additional information requested in and submitted on the form attached hereto as Exhibit B incorporated herein by reference (or a similar form created and provided to Organization by the Government). Organization shall attend Lexington Economic Development Investment Board meetings scheduled the first Tuesday of each month, and any special meetings, to answer any questions regarding the

quarterly report. No later than thirty days from the end of the term, Organization shall provide a Year-End Report electronically to the CDO containing a year-end report for services enumerated in Exhibit C incorporated herein by reference (or a similar form created and provided to Organization by the Government); and an invoice requesting final compensation for the services provided in accordance with this Agreement. Failure to electronically submit the reports and invoice described herein by the required date shall result in the payment to Organization being withheld until all reports referenced by this Agreement and an invoice are submitted to the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment will be made upon fulfillment of the terms of this Agreement and acceptance of the Organization's year-end report by the CDO and the Lexington Economic Development Investment Board.

10. By March 31, 2023, Organization shall provide an updated list of Lexington corporate/company contacts, including business name and the name of each business CEO/President, and the contact information of same for no less than the 30 largest employers in Lexington/Fayette County.

11. Organization agrees to participate in monthly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

12. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for in whole or in part with the assistance of funding from LFUCG.

13. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization related to this Agreement. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

14. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. The Government, its agents and employees, shall, have reasonable access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, or to constitute Organization an agent of the Government.

15. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal

employment through a positive, continuing program of equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

16. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

17. The Organization agrees that all revenue and expenditures related to this agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

18. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

- A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.
- B. Investment Funds Management-- The governing board may elect to either:
  - (1) Manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the



board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

- (2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

- (1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
- (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
- (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion

as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

19. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

20. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Commerce Lexington  
330 East Main Street  
Lexington, Kentucky 40507  
Att: Bob Quick, President & Chief Executive Officer  
(or as otherwise designated in writing by Organization)

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Att: Kevin Atkins, Chief Development Officer

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Abigail Allan, Clerk of the Urban County Council

COMMERCE LEXINGTON, INC.

BY: \_\_\_\_\_  
JOHN GOHMANN, CHAIRPERSON

ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

DRAFT

## **EXHIBIT “A”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

### **SCOPE OF WORK – BUSINESS DEVELOPMENT FOR NEW AND EXISTING BUSINESSES**

#### **Local Contribution:**

Commerce Lexington (CLEX) will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation:
  - Reviewing and refining of new business recruitment plan for the Lexington Economic Partnership and execution of the plan.
  - Marketing for Lexington Economic Partnership business recruitment efforts which include, but are not limited to, maintaining contact with:
    - Corporate decision makers;
    - Site selection consultants to build awareness of Lexington; and
    - Local executives/management;
  - As well as:
    - Maintaining a website/social media presence for Lexington Economic Partnership;
    - Identifying goals and challenges related to Lexington economic development marketing program; and
    - Providing an annual report of those findings.
2. Existing Business Retention and Expansion:
  - Manage the Lexington Economic Partnership Business Retention and Expansion (BRE) program.
  - Demonstrate understanding of the unique needs of the Lexington business community and assist Lexington companies in the growth of their local workforce and payroll.
  - Assist globally headquartered businesses in their efforts to grow and grow corporate headquarter operations, employment and payroll within Lexington.
  - Work with growing local businesses to maintain and improve their employment diversity.
  - Manage the Lexington Economic Partnership Existing Business Program, with the assistance and coordination of all Lexington economic development partners. The program shall include, but shall not be limited to:
    - Scheduling on-site or virtual Lexington company visits that shall include staff from the Kentucky Cabinet for Economic Development,

LFUCG Office of the Chief Development Officer, WORK-Lexington representative, University of Kentucky, Bluegrass Community & Technical College, staff of the Bluegrass Workforce Innovation Board, the Kentucky Career Center, and other partners who may be identified. Scheduled visits with companies shall be planned previously and occur at a time that is available for attendance by most, if not all, the partners mentioned above;

- Managing and providing timely response/communication to any needs identified in existing-business visit meetings, which include appropriate follow-up and services identified or required;
  - Developing appropriate sector support networks for businesses and employers within Lexington; and
  - Serving as project manager between the company and appropriate organization/subject matter staff/organizations for solutions toward issues identified as a part of existing business program meetings.
- Schedule monthly in-person project briefing updates for the Chief Development Officer to provide an update on all project activity for the previous month.
  - Report annually to the Office of the Chief Development Officer and the LFUCG Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
    - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits;
    - Concerns related to LFUCG policies and procedures expressed by businesses during existing business site visits;
    - Issues related to company growth opportunities and challenges in Lexington; and
    - Intention of new job growth in Lexington.
  - Provide the Office of the Chief Development Officer by March 31 of each year an annual updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of all major employers.
3. Entrepreneur Development/Start-Up Assistance:
- Assist entrepreneurs with identification of financing options and possible sources for investment capital.
  - Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar organizations that could provide assistance. Emphasis should be placed on businesses with revenues of \$500,000 per year or less.
  - Assist entrepreneurs with educational assistance/programs related to starting, running and operating a business.
  - Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
4. Minority Business Development:

- Assist minority entrepreneurs with identification of financing options and possible sources for investment capital.
  - Assist minority business community by hosting events and other programs to provide connections to other businesses that provide opportunity for growth in their operations.
  - Assist with educational assistance/programs related to starting, running, and operating a minority-owned business.
  - Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
  - Introduce new minority businesses to LFUCG Minority Business Liaison to add to LFUCG procurement registry.
5. Available Economic Development Property Register Maintenance:
- Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington.
  - Maintain a database accessible to the LFUCG Office of the Chief Development Officer staff of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
6. Chief Executive Roundtables:
- Establish a roundtable for Chief Executives of Lexington Global headquartered companies that will meet no less than twice per year, with frequency determined by the Chief Executives.
  - The roundtables will be to connect local Chief Executives and create a comradery and stronger environment of support for headquartered companies within Lexington.
  - Roundtable agendas will be determined in coordination with the Chief Executives.
  - Nationally-headquartered companies could be added to the roundtables with agreement of the global company Chief Executives
  - Roundtables shall be scheduled at a time available for the Mayor to attend all sessions.

**EXHIBIT “B”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**QUARTERLY REPORT QUESTIONNAIRE  
(DUE BY NOON SEPTEMBER 30, 2022; DECEMBER 30, 2022; MARCH 31, 2023 &  
JUNE 30, 2023**

DRAFT

**ORGANIZATIONAL QUARTERLY QUESTIONS**

**LISTING OF MEMBERS/STAFF ACTIVELY WORKING ON ECONOMIC DEVELOPMENT ON BEHALF OF URBAN LEAGUE OF LEXINGTON-FAYETTE COUNTY**

| Name | Race | Sex | Years of Experience With Employer | Years of Experience in Economic Development |
|------|------|-----|-----------------------------------|---|
|------|------|-----|-----------------------------------|---|

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**TOTAL AND PERCENTAGE FOR EACH CATEGORY/COLUMN**

**LISTING OF BOARD MEMBERS FOR COMMERCE LEXINGTON**

| Name                         | Race | Sex | Years as Board Member for the Organization |
|------------------------------|------|-----|--|
|                              |      |     |  |
|                              |      |     |  |
| <b>TOTAL FOR EACH COLUMN</b> |      |     |  |



**PROGRAM PARTICIPANT QUARTERLY QUESTIONS**

**New Businesses located in Lexington from the strategic areas (Computer Services/IT, Visitor Industries, Business and Professional Services, Life/Biosciences, Equine/Animal Health, Ag-Tech and Renewable Energy) in the previous quarter**

| <b>Name of Company</b> | <b>Employment Sector</b> | <b>Number of Employees</b> | <b>Average Wage of All Employees</b> | <b>Total New Payroll Created</b> |
|------------------------|--------------------------|----------------------------|--------------------------------------|----------------------------------|
|                        |                          |                            |                                      |                                  |
|                        |                          |                            |                                      |                                  |
|                        |                          |                            |                                      |                                  |

**Companies Commerce Lexington has represented before the Kentucky Cabinet for Economic Development/Kentucky Economic Development Finance Authority in the previous quarter**

| <b>Name of Company</b> | <b>Employment Sector</b> | <b>Number of Employees</b> | <b>Average Wage of All Employees</b> | <b>Total New Payroll Created</b> |
|------------------------|--------------------------|----------------------------|--------------------------------------|----------------------------------|
|                        |                          |                            |                                      |                                  |
|                        |                          |                            |                                      |                                  |
|                        |                          |                            |                                      |                                  |

**Business Retention and Expansion (BRE) Existing Business Program visits during the previous quarter on behalf of the Lexington Economic Partnership**

| <b>Number of Partner Organizations Attending Meetings</b> | <b>Employment Sector</b> | <b>Number of Employees</b> | <b>Average Wage of All Employees</b> | <b>Total New Payroll Created</b> |
|---|--------------------------|----------------------------|--------------------------------------|----------------------------------|
|   |                          |                            |                                      |                                  |
|   |                          |                            |                                      |                                  |
|   |                          |                            |                                      |                                  |

**Main takeaways identified as a result of Business Retention and Expansion (BRE) Existing Business Program visits during the previous quarter**

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**ENTREPRENEUR DEVELOPMENT/START-UP ASSISTANCE:**

**Describe your work in the previous quarter related to Entrepreneur Development/Start-Up Assistance. If these activities led to new businesses, please provide the information below related to each project**

| <b>Types of services provided during the quarter</b> |  |  |   |
|--|--|--|---|
| <b>Employment Sector of New Company</b>              | <b>Employees at Start of New Company</b> | <b>Total Payroll of New Company (If Known)</b> | <b>Total Investment of New Company (If Known)</b> |
|  |  |  |   |
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|  |  |  |   |

**MINORITY BUSINESS DEVELOPMENT:**

Describe your work in the previous quarter related to Minority Business Development Assistance. If these activities led to new businesses please let the information below related to each project

| Types of services provided during the quarter |                                   |   |  |
|---|-----------------------------------|---|--|
| Employment Sector of New Company              | Employees at Start of New Company | Total Payroll of New Company (If Known) | Total Investment of New Company (If Known) |
|   |                                   |   |  |
|   |                                   |   |  |
|   |                                   |   |  |

**AVAILABLE PROPERTY REGISTER**

New properties identified/listed during the previous quarter (Do not include residential listings)

|   |   |
|---|---|
| New Lexington Properties Listed During the Quarter for Economic Development                       | X |
| Types of Zoning Listed During the Quarter for New Properties for Economic Development             | X |
| Acreage of Properties Listing During the Quarter for Economic Development                         | X |
| Square Footage of New Buildings/Existing Buildings Listed in the Quarter for Economic Development | X |

**CHIEF EXECUTIVE ROUNDTABLE**

**If a Chief Executive/CEO Roundtable was held during the previous quarter, please provide the sector(s) of Lexington companies represented**

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**CHIEF EXECUTIVE ROUNDTABLE ISSUES**

**If a Chief Executive/CEO Roundtable was held during the previous quarter, please list the main takeaway issues of Lexington companies identified as a result of the meeting**

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**EXHIBIT "C"**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**YEAR-END REPORT QUESTIONNAIRE  
(DUE BY NOON JUNE 1ST)**

| <b>Annual Report for Business Development</b>  |          |
|--|----------|
| <b>New Businesses Commerce Lexington assisted in locating in Lexington during the year</b>                                   | <b>X</b> |
| <b>New total investment for those new businesses Commerce Lexington assisted in locating in Lexington during the year</b>    | <b>X</b> |
| <b>New total payroll for those new business Commerce Lexington assisted in locating in Lexington during the year</b>         | <b>X</b> |
| <b>Number of existing Lexington businesses Commerce Lexington assisted in expanding during the year</b>                      | <b>X</b> |
| <b>New total investment for those existing Lexington businesses Commerce Lexington assisted in expanding during the year</b> | <b>X</b> |
| <b>New payroll created for those existing Lexington businesses Commerce Lexington assisted in expanding during the year</b>  | <b>X</b> |

| <b>Annual Report for Existing Business Retention and Expansion Program</b>   |   |
|--|---|
| <b>Total Number of Business Retention and Expansion (BRE) Existing Business Program visits during the year</b>   | X |
| <b>Data collected and evaluated as a result of existing business site visits</b>   | X |
| <b>Concerns related to LFUCG policies and procedures that companies expressed during business site visits</b>  | X |
| <b>Issues related to company growth opportunities and challenges expressed by the company during business site visits</b>                              | X |
| <b>Number of companies expressing their intention to increase employment or investment in the coming year (please list by sector not company name)</b> | X |
| <b>Number of companies Commerce Lexington assisted in expanding during the year</b>  | X |
|  |   |

| <b>Annual Report for Entrepreneur Development/Start-Up Assistance</b>                                      |   |
|--|---|
| <b>Number of start-up companies or entrepreneurs assisted during the year</b>                              | X |
| <b>New total investment in Lexington from start-up companies or entrepreneurs assisted during the year</b> | X |
| <b>New payroll in Lexington from start-up companies or entrepreneurs assisted during the year</b>          | X |

| <b>Annual Report for Minority Business Development</b>  |          |
|---|----------|
| <b>Number of Lexington firms that were assisted with financing during the year</b>                          | <b>X</b> |
| <b>Number of Lexington firms that attended CMBD “Money Smart” business planning classes during the year</b> | <b>X</b> |

| <b>Annual Report for Available Property Register</b>   |          |
|--|----------|
| <b>Number of Lexington properties on the available property register at the start of the year (July 1)</b> | <b>X</b> |
| <b>Number of Lexington properties on the available property register at the end of the year (June 1)</b>   | <b>X</b> |
| <b>Number of Lexington acres available on the register at the start of the year (July 1)</b>               | <b>X</b> |
| <b>Number of Lexington acres available on the register at the end of the year (June 1)</b>                 | <b>X</b> |
| <b>Number of existing building sites available on the register at the start of the year (July 1)</b>       | <b>X</b> |
| <b>Number of existing building sites available on the register at the end of the year (June 1)</b>         | <b>X</b> |

| <b>Annual Report for Chief Executive Roundtables</b>   |          |
|--|----------|
| <b>Number of Lexington Chief Executive Officer Roundtables conducted during the year</b>                                       | <b>X</b> |
| <b>Number of Lexington Chief Executive Officers attending the roundtable during the year</b>                                   | <b>X</b> |
| <b>Main items/key takeaways from Lexington Chief Executive Officers as a result of the roundtable meetings during the year</b> | <b>X</b> |

| <b>ACCOUNTING OF USE OF LFUCG FUNDS DURING THE YEAR</b> |               |
|---|---------------|
| <b>Budget Category (EX: Marketing, Salaries, Etc)</b>   | <b>Amount</b> |
|   |               |
|   |               |
|   |               |
|   |               |

| <b>FUNDING FOR ECONOMIC DEVELOPMENT BUSINESS DEVELOPMENT SERVICES</b> |                          |                   |
|---|--------------------------|-------------------|
| <b>FUNDING SOURCE</b>   | <b>AMOUNT OF FUNDING</b> | <b>PERCENTAGE</b> |
| <b>Lexington-Fayette Urban County Government</b>                      | \$300,000.00             | %                 |
| <b>Other Source</b>   |                          | %                 |
| <b>Other Source</b>   |                          | %                 |



**EXHIBIT “D”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**RFP #26-2022**

DRAFT

**EXHIBIT “E”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**COMMERCE LEXINGTON  
RFP #26-2022 RESPONSE  
WORK PLAN**

DRAFT