

AGREEMENT

THIS AGREEMENT, made and entered into on the 9th day of August 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“Lexington”), 200 East Main Street, Lexington, Kentucky 40507, and **GREATER LEX, INC.**, a Kentucky non-profit corporation, (“Greater Lex”) with offices located at 330 East Main Street, Lexington, Kentucky.

WITNESSETH:

WHEREAS, the Lexington-Fayette Urban County Government previously assisted Commerce Lexington, Inc. (“Commerce Lex”) with creating and funding a Regional Economic Development Collective (or hereinafter the “Initiative”) to support counties within the Bluegrass Region of Kentucky, including Bourbon, Clark, Fayette, Franklin, Jessamine, Madison, Montgomery, Scott, and Woodford (“the Counties”), by entering into a series of agreements to provide funding to Commerce Lex for efforts related to the Initiative; and

WHEREAS, the Lexington-Fayette Urban County Government and Commerce Lex agreed that a separate not for profit entity should be created to administer the Initiative, and Greater Lex, Inc., has been created specifically to do so; and

WHEREAS, to assist Greater Lex, Inc. in the administration of the Initiative, the Lexington-Fayette Urban County Government and Commerce Lex assigned the December 31, 2021 and the November 14, 2022 agreements which provided funding for the Initiative to the non-profit organization; and

WHEREAS, the Lexington-Fayette Urban County Government desires to further invest \$322,000.00 for the Initiative; and

WHEREAS, the Lexington-Fayette Urban County Government wishes to continue to partner with Greater Lex to administer this regional economic development planning and collaboration initiative; and

WHEREAS, the Lexington-Fayette Urban County Government (“Lexington”) has determined that this Initiative fulfills a public purpose by providing for economic development assistance; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Greater Lex, will administer the Regional Economic Development Collaborative (“the Initiative”), as further described in Section 3 and the attached Exhibit A (Scope of Work), which is incorporated herein by reference as if fully stated, on behalf of Lexington.

2. Lexington shall provide Greater Lex with \$322,000 in funding for the Initiative, contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government’s Fiscal Year 2025 budget, which must be spent on Lexington’s behalf in a manner consistent with paragraph 3 and the attached Exhibit A (Scope of Work), unless otherwise agreed to by the parties. No funds provided under this Agreement shall be expended on administrative costs unless agreed to in advance by Lexington. In no event shall administrative costs exceed \$30,000 in total.

3. The Initiative is a collaboration between governmental and economic development partners across the Bluegrass on the following non-exclusive list of priorities:

- a) Emphasizing strategies to increase workforce participation in the region;
- b) Improving availability and affordability of housing for the region;
- c) Developing new leaders and engage more people in regional collaboration efforts;
- d) Working within the region to have a supply of shovel-ready sites for economic development projects;
- e) Investing more regionally in workforce/job training efforts;
- f) Emphasizing on infrastructure improvements; and
- g) Providing more work experience for students in the region.

The expectation is that by no later than January 1, 2025, the Counties will provide pro rata funding based upon their population size in accordance with attached Exhibit B, which is incorporated herein by reference as if fully stated. Should this not occur, Greater Lex shall repay all funds provided by Lexington that remain unspent, at the option of Lexington.

4. Greater Lex agrees that the businesses and/or partnership entities are not required to obtain membership in Greater Lex or Commerce Lex.

5. Before receiving any funds under this Agreement, Greater Lex shall:

- a) ensure that their Executive Committee and full board have been appointed and have met for the first time;
- b) have their completed Articles of Incorporation filed with the Secretary of State and Bylaws approved by the Greater Lex Executive Board; and

c) forward the Articles of Incorporation and Bylaws to Lexington's Chief Development Officer upon approval.

6. Greater Lex will provide Lexington with regular progress updates on the program pursuant to this Agreement on at least a semi-annual basis to the Lexington Economic Development Investment Board and will appear before the Urban County Council or any of its committees to provide progress updates upon Lexington's reasonable request. Greater Lex shall also complete the reports provided as the attached Exhibits B, C, and D and provide to Lexington by January 5, 2025 and July 5, 2025.

7. Greater Lex will keep and make available to Lexington any records related to this Agreement such as are necessary to support its performance thereof. Books of accounts shall be kept by Greater Lex and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Greater Lex related to this Agreement be made available to Lexington upon request. This provision shall survive the termination or expiration of this Agreement.

8. Either party may terminate this Agreement for a material breach in performance after placing the breaching party with written notice of the breach and the opportunity to cure. The period to cure the breach shall be reasonable, but in all instances must be at least thirty (30) days. Any unencumbered funds held by Greater Lex at the time of termination of this Agreement shall be returned to Lexington within (30) days of receiving notice. In the event Greater Lex is dissolved any such funds attributed to Lexington shall be returned to Lexington within thirty (30) days of said dissolution.

9. Greater Lex 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 Lexington, its officers, agents and employees against any claim or liability arising from and based on Greater Lex's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination or expiration of this Agreement.

10. Unless otherwise provided herein, each party shall be solely responsible for its actions and those of its officials, employees and agents in the performance of this contract and any matters related thereto. This provision shall survive the termination or expiration of this Agreement.

11. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. Greater Lex 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 any agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

13. Greater Lex represents that it has adopted, or will 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.

14. Lexington may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by Greater Lex. Lexington, its agents and employees, shall, at all times, have unrestricted 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 Greater Lex.

15. Greater Lex agrees that all revenue and expenditures 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 shall be submitted to the Government within ten (10) days of completion.

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

For Organization: Greater Lex, Inc.
c/o President
330 East Main Street
Lexington, Kentucky 40507
Attn: Andi Johnson (or as otherwise designated in writing)

For Government: Lexington-Fayette Urban County Gov.
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

17. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

18. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Greater Lex or Lexington.

19. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.

20. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

21. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Greater Lex acknowledges that Lexington may make a material change only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

22. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

23. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this Agreement.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON

ATTEST:

Abigail Allan
URBAN COUNTY COUNCIL CLERK

GREATER, LEX, INC.

BY: Stephen R. Byars
STEPHEN R. BYARS, AS Chair

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by
Stephen R. Byars, as Board Chair of Greater Lex, Inc., on this the 9th day of
August, 2024.

My commission expires: Jan. 25, 25

Diana P. Wilson
NOTARY PUBLIC, STATE AT LARGE, KY

