

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of July 2019, 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 **WORLD TRADE CENTER LEXINGTON D/B/A WORLD TRADE CENTER KENTUCKY**, a Kentucky non-stock, non-profit organization, (“Organization”) with offices located at 33301 East Main Street, Suite 110, Lexington, Kentucky 40507, with an effective date of July 1, 2019.

WITNESSETH

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

1. Government hereby retains Organization for the period beginning on July 1, 2019, and continuing for a period of twelve (12) months from that date unless within that period 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.

2. Government shall pay the Organization the total sum of Forty-Six Thousand Seven Hundred Fifty Dollars (\$46,750.00) for services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Eleven Thousand Six Hundred Eighty-Seven Dollars and 50 cents (\$11,687.50) of the total sum amount shall be payable each quarter, within 10 days after

receipt of the report required in Paragraph 6 herein, July to June, inclusive. Lexington-Fayette Urban County Government funds may not be used to provide Cost of Living Increases in fiscal year 2020. Additionally no LFUCG funds may be used to hire any additional staff above the current (FY2019) staffing levels (4 full-time and 1 part-time).

3. In the event of termination of this Agreement by Government as provided for in Paragraph 1 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.

4. Organization 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.

5. 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 registered by the Organization in the CDO, and the Organization shall not be compensated unless and until such registration has taken place.

6. The Organization shall, at the end of each quarter and by no later than the 10th day of the succeeding quarter (October 10, 2019; January 10, 2020; April 10, 2020 and July 10, 2020), on such forms as the CDO shall provide, submit electronically to the CDO: (a) a report containing, for each of the services enumerated in Exhibit A which were provided in the preceding quarter, a description of the service provided, including the costs of providing services and the quantity and quality of the service provided; (b) the additional information requested in and submitted on the form attached hereto as Exhibit B and incorporated herein by reference (or a similar form created and provided to Organization by the Government); and (c) an invoice requesting compensation for the services provided during the preceding quarter. Failure to electronically submit the quarterly report and invoice described herein by the required date shall result in the quarterly payment to Organization being withheld until the next reporting period. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Urban County Council's Budget, Finance & Economic Development Committee, or as otherwise instructed by the Government.

7. At no time shall the Organization require membership in the organization for services paid for in whole or in part with the assistance of funding from LFUCG.

8. 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. 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.

9. 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, 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 Organization, or to constitute Organization an agent of the Government.

10. 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.

11. 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.

12. The Organization 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 CDO within 10 days of completion.

13. Organization agrees that it shall apply all funds received by it 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.

14. The Organization agrees to manage and operate the World Trade license in Lexington, Kentucky;

15. 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.

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

For Organization:

World Trade Center Kentucky
301 East Main Street
Suite 130
Lexington, Kentucky 40507
Att: Sherry Mulkins, Vice President
(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

WORLD TRADE CENTER LEXINGTON
d/b/a WORLD TRADE CENTER
KENTUCKY, INC.

BY: _____
JOHN McPHEARSON, CHAIRPERSON

ATTEST:

WITNESS: _____
DATE: _____

EXHIBIT “A”

Lexington/Fayette Urban County Government
Addendum for Services
World Trade Center Lexington d/b/a World Trade Center Kentucky
Scope of Work

Local Contribution:

During fiscal year 2020 (July 1, 2019 through June 30, 2020) World Trade Center Lexington d/b/a World Trade Center Kentucky will use these funds from Lexington-Fayette Urban County Government to:

- University of Kentucky, Gatton College Global Commerce & Strategy Certificate – International Training/Workforce Development
 - World Trade Center Kentucky Global & Strategy Certificate a workforce development training program designed to invest in our existing and new business leadership with the knowledge, industry connectivity and vision to grow their business through international trade generating new jobs, innovation and revenues.

- Elevate Rising to New Heights – Women’s Business Conference
 - Elevate is intended and designed to invest in our existing and new business leadership to provide the knowledge, industry connectivity and vision to grow their business through international trade generating new jobs, innovation and revenues.

- Ecommerce Symposium – Demonstrate best practices in international eCommerce, understand global growth along with examine the risks
 - Ecommerce program will work to grow ecommerce platforms and businesses in the Lexington region. The symposium will give participants a working knowledge along with the possible transition to ecommerce that will be necessary for many of our established and new industries (manufacturing and service based) in Lexington to prosper in the new economy.

EXHIBIT “B”

Lexington/Fayette Urban County Government

Addendum for Services

World Trade Center Lexington dba World Trade Center Kentucky

QUARTERLY REPORT QUESTIONNAIRE

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 Economic Development Partner Agency Quarterly Report
 Fiscal Year 200

Partner Agency: World Trade Center Kentucky
Date of Quarterly Report: X
Fiscal Year 2020 Report Period: Quarter #
Report Completed By: X

GLOBAL COMMERCE & STRATEGY CERTIFICATE INTERNATIONAL TRADE/WORKFORCE DEVELOPMENT

Number of Lexington Companies Enrolled This Quarter: #
 Total Number of Companies Enrolled This Quarter: #
 Number of Large Lexington Employers (500+ Employees) Enrolled This Quarter: #
 Number of Small to Mid-Size Employers (Under 500) Enrolled This Quarter: #
Lexington Company Industry Sectors Represented at Certification Programs:
 Place Answer Here

WOMEN'S BUSINESS CONFERENCE

Number of Lexington Companies Represented at Conference: #
 Total Number of Lexington Individual Participants at Conference: #
 Total Number of Overall Participants at Conference: #
Lexington Company Industry Sectors Represented at Conference:
 Place Answer Here

e COMMERCE SYMPOSIUM

Total Number of Lexington Companies Represented at Symposium: #
 Total Number of Lexington Individual Participants at Symposium: #
 Total Number of Overall Participants at Symposium: #
Lexington Company Industry Sectors Represented at Conference:
 Place Answer Here

LEXINGTON COMPANIES BUSINESS SERVICES & CONSULTING

Number of Lexington Companies Receiving Customized Site Visits: #
Number of Lexington Companies Consulted With This Quarter: #
Number of Lexington First Time Companies Consulted w/ This Quarter: #
Lexington Company Industry Sectors Consulted for First Time:

LIST ALL PUBLIC OR TAX PAYER SUPPORTED SOURCES OF FUNDING OTHER THAN LFUCG ECONOMIC DEVELOPMENT PURCHASE OF SERVICE AGREEMENT THAT WORLD TRADE CENTER KENTUCKY RECEIVES AND THE AMOUNT OF EACH INDIVIDUAL SOURCE

<u>Name of Funding Source:</u>	<u>Amount of Funding:</u>
X	\$

BUDGET PARTICIPATION

Total Budget of World Trade Center Kentucky for Current Quarter:	\$
LFUCG Funding for Current Quarter:	\$
Administrative Cost/Salary Expenses for Current Quarter:	\$
LFUCG Funds % of World Trade Center Kentucky Budget Current Quarter:	%
LFUCG Funds % of World Trade Center Kentucky Budget Year-To-Date	%

WHAT ACTIONS HAS WORLD TRADE CENTER KENTUCKY TAKEN IN THE PAST QUARTER TO INCREASE ITS FINANCIAL SUSTAINABILITY WITH LESS RELIANCE ON FUNDS FROM LFUCG?

Place response here

Submit this form via Email in Excel format by the dates required in the PSA to the Chief Development Officer: katkins@lexingtonky.gov