

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the 31 day of August, 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A, 200 East Main Street, Lexington, Kentucky 40507, and the Mayor's **250LEX COMMISSION** (collectively hereinafter referred to as "Government"), and **FRONTRUNNERS LEX** with offices located 4508 Callaway Court, Lexington, KY 40515, (hereinafter referred to as "Organization").

WHEREAS, Organization is hosting the Frontrunners Lex Pride Run; and

WHEREAS, the Lexington-Fayette Urban County Government is partnering with the Mayor's 250Lex Commission to support the Frontrunners Lex Pride Run, with each contributing separate payment to Organization in exchange for the services agreed to by Organization as set forth herein; and

WHEREAS, the Government believes that supporting the Frontrunners Lex Pride Run as a community event and the purchase of services related thereto promotes the public purpose of civic engagement, fosters community development as a public good, and broadens cultural awareness and education, public purposes that are inherent in any civic and community outreach event; and

WHEREAS, Organization has agreed to provide the Government with related services as set forth herein; and

WHEREAS, the parties seek to memorialize their understanding through a written agreement.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the receipt and sufficiency of which are acknowledged, the Government and the Organization agree as follows:

1. Government hereby retains Organization for the period beginning on September 20, 2025, and continuing for a period of one (1) year 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. Organization, in conjunction with conducting the Frontrunners Lex Pride Run and providing services relating thereto, agrees to provide the following services to Government:
 - a. Provide an opportunity for the Government to speak on stage.
 - b. Provide six (6) complimentary race entries to Government.
 - c. Provide Government's logo on stage, along the racecourse, on the back of the event t-shirt, and on the race bib provided to participants.
 - d. Provide Government a full-page advertisement on the digital race guide.
 - e. Provide Government an advertisement in the physical race guide.
 - f. Recognition of Government on Organization's social media website.
 - g. Provide a link to Government's website on Organization's website.
 - h. Provide table space to Government at the event.

Notwithstanding the foregoing, Organization understands and agrees that this Agreement is subject to the requirements of Government's CAO Policy 57 (Branding, Logo, and Graphic Standards). Organization understands and agrees that any use of Government logos, the Government seal, Government-owned graphics or assets, or any other Government branding must be approved by Government as required by CAO Policy 57.

3. Organization agrees that Government may photograph or otherwise record its presence at the Frontrunners Lex Pride Run, and Government agrees that it will only photograph or otherwise record its presence in the public access areas of the Frontrunners Lex Pride Run and shall not interfere with the normal operations of the event, unless required by law.
4. Government shall pay Organization the sum of **Two Thousand Five Hundred Dollars** (\$2,500.00), and Organization understands and agrees that this sum will be divided and provided separately by Lexington-Fayette Urban County Government and 250Lex Commission, with Lexington-Fayette Urban County Government

providing **Two Thousand Dollars** (\$2,000.000), and 250Lex Commission providing **Five Hundred Dollars** (\$500.00), **which funds shall be used exclusively** for the services required by this Agreement, said services being more particularly described in paragraph 2, all of which shall be payable on September 20, 2025, or shortly thereafter upon receipt of an invoice. Organization understands and agrees that under no circumstances shall Lexington-Fayette Urban County Government be obligated or otherwise required to contribute the \$500.00 payment that is to be made by 250Lex Commission, and that such payment shall be the sole responsibility of 250Lex Commission.

5. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization acknowledges that Government may make such changes only upon the approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.
6. 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of Government.

- A. This provision shall in no way be limited to any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.
 - B. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.
7. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances and regulations. Government may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.
8. Organization shall provide Government with an annual report and financial statement which summarize the previous year's activities.
9. Organization shall keep and make available to Government any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to Government upon request.
- A. Government shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.
 - B. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act

and will comply with any reasonable request by Government to provide assistance with such a request.

10. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. Government shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by Government, the audit shall be conducted by independent certified public accountants at Organization's expense, 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. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to Government upon request.
11. Organization shall allow Government any necessary reasonable access to monitor its performance under this Agreement.
12. 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.
13. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or 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. Organization agrees to comply with Government's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law.
14. 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 Government upon request.

15. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of Government.
16. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or Government.
17. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
18. 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.
19. 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.
20. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Frontrunners Lexington

4508 Callaway Court

Lexington, KY 40515

Attn: Jason Schubert, Coordinator

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507

Attn: Linda Gorton, Mayor

[Signature page follows]

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

FRONTRUNNERS LEX

BY: _____
Linda Gorton, Mayor

BY: Jason Schubert
Title: Coordinator, Frontrunners Lexington

ATTEST:

Clerk of the Urban
County Council

4933-7006-3972, v. 1