

AGREEMENT

THIS AGREEMENT, made and entered into on the _____ day of _____ 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 ("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, Suite 100, 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 invested \$322,000.00 for the Initiative for Fiscal Year 2025; and

WHEREAS, the Lexington-Fayette Urban County Government desires to further invest \$320,154.00 for the Initiative for Fiscal Year 2026; 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. This Agreement shall commence on July 1, 2025 and shall last until June 30, 2026.
2. 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.
3. Lexington shall provide Greater Lex with Three Hundred and Twenty Thousand and One Hundred Fifty-Four Dollars and 00/100 Cents (\$320,154.00) ("Funds") 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 2026 budget, which

6. If Exhibit B shows that the remaining eight participating counties in the nine-county region, excluding Fayette County, did not provide their full pro rata funding based on their population size in accordance with Exhibit B, Lexington will make final payment based on the percentage of the remaining eight counties' required combined contribution that was actually provided as of May 1, 2026. Notwithstanding the foregoing, if the above mentioned percentage is not equal to or greater than fifty percent (50%), Lexington shall have the option to withhold the remaining fifty percent (50%) of the Funds.

7. Greater Lex shall not require membership in Commerce Lexington or any other regional chamber or organization to participate. Upon notification of any such requirement for membership, this Agreement and Organization's services to Lexington shall automatically become void.

8. No later than January 1, 2026 Greater Lex shall provide to the CDO a full listing of the Greater Lex Executive Board and Full Board of Directors including their government or private sector employer and job title.

9. At the call of the Chair, Greater Lex shall provide the Lexington Economic Development Investment Board and the Urban County Council Budget, Finance and Economic Development Committee with an annual organization budget update once it has been approved by the Greater Lex board. Greater Lex will also 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 shall 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

must be spent on Lexington's behalf in a manner consistent with paragraph 4 and the attached Exhibit A (Scope of Work), unless otherwise agreed to by the parties. Greater Lex agrees that the Funds provided under this Agreement shall be used only for local economic development and workforce development efforts of the project. No funds provided under this Agreement shall be expended on administrative costs. 4. 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.

5. Lexington shall provide fifty percent (50%) of the Funds upon execution of this Agreement and a submitted invoice. Greater Lex shall provide a fully executed Exhibit B, which is incorporated herein by reference as if fully stated, by December 31, 2025 and May 1, 2026. If Exhibit B shows that the remaining eight participating counties in the nine-county region, excluding Fayette County, provided their full pro rata funding based on their population size in accordance with Exhibit B by May 1, 2026, Lexington shall provide the remaining fifty percent (50%) of the Funds.

reports provided as the attached Exhibits B, C, and D and provide to Lexington by December 31, 2025 and May 1, 2026.

10. 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 and shall be made available to Lexington upon request. This provision shall survive the termination or expiration of this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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. The policy shall be made available to Lexington upon request.

17. 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.

18. 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.

19. 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
Suite 100
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

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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: 

Daryl Smith, Board Chair

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The Agreement was subscribed, sworn to and acknowledged before me by Daryl Smith
~~Stephen R. Byars~~, as Board Chair of Greater Lex, Inc., on this the 27 day of
August, 2025.

My commission expires: 2/17/2029


NOTARY PUBLIC, STATE AT LARGE, KY

Dawn Pope Flickinger
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP97005
My Commission Expires 02/17/2029

EXHIBIT A

Lexington/Fayette Urban County Government
Addendum for Services
Greater LEX

Scope of Work

As part of the administration of the Greater LEX initiative, Greater LEX will:

- Work with regional governmental and economic development partners across the 9-county Bluegrass region on the following non-exclusive list of priorities:
 1. Emphasizing strategies to increase workforce participation in the region
 2. Improving availability and affordability of housing in the region
 3. Developing new leaders and engage more people in regional collaboration efforts
 4. Working within the region to have a supply of shovel ready sites for economic development projects
 5. Investing more regionally in workforce/job training efforts
 6. Emphasizing on infrastructure improvements
 7. Providing more work experience for students in the region
- Provide a semi-annual program status report to the Lexington Economic Development Investment Board on the Program
- Provide an update as requested by the Chair of the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee
- Provide a final comprehensive report to the Lexington-Fayette Urban County Council Budget, Finance & Economic Development Committee and the Chief Development Officer within forty-five (45) days after the final report/completion of the initiative's work for fiscal year 2026 (July 1, 2025 – June 30, 2026).

GREATER LEXINGTON REGIONAL ECONOMIC DEVELOPMENT PLAN
CONTRIBUTIONS
EXHIBIT B

COUNTY	2020 POPULATION	GOVERNMENT FUNDS RECEIVED FY2026 DECEMBER 31, 2025	GOVERNMENT FUNDS RECEIVED FY2026 MAY 1, 2026
Bourbon County	20,300		
Clark County	36,871		
Fayette County	322,570		
Franklin County	51,600		
Jessamine County	53,626		
Madison County	93,135		
Montgomery County	28,200		
Scott County	60,149		
Woodford County	27,450		
REGION TOTAL	693,901		

**Government funding received as of the end date for each column shall only include funding from local city and county governments. Amounts shall not include any non-government funding or money pledged and not yet received.*

REGIONAL FUNDING GOVERNMENTAL & PRIVATE SOURCES

REGIONAL TOTAL FUNDING	REC AP FY2025 RECEIVED (July 1, 2024 to June 30, 2025)	FY 2026 RECEIVED (July 1, 2025 - December 31, 2025)	FY2026 RECEIVED (July 1, 2025 - June 30, 2026)
City/County Government Funding			
Private Sector Funding			
Quasi Government Funding			
Total All Funding			

**GREATER LEX ECONOMIC DEVELOPMENT DATA
EMPLOYMENT DATA
EXHIBIT C**

GREATER LEXINGTON CIVILIAN LABOR FORCE (ANNUAL DATA) 2022 - 2025

	Annual 2022	Annual 2023	Annual 2024	2022 - 2024 DIFFERENCE	AVERAGE CHANGE
Bourbon County	9,894	9,805	10,142	248	82.67
Clark County	17,256	17,590	17,981	725	241.67
Fayette County	170,095	172,017	175,744	5,649	1,883.00
Franklin County	24,605	25,162	26,229	1,624	541.33
Jessmaine County	26,113	26,821	27,433	1,320	440.00
Madison County	43,551	44,510	45,899	2,348	782.67
Montgomery County	12,624	12,371	12,354	(270)	(90.00)
Scott County	30,113	31,026	31,710	1,597	532.33
Woodford County	14,647	14,710	15,157	510	170.00
GREATER LEX	350,920	356,035	364,673	13,753	4,584.33

**Source of Employment Data Shall Be KYSTATS*

	Annual 2025	Change 2024 - 2025	Change From 2022-2024 Average
Bourbon County			
Clark County			
Fayette County			
Franklin County			
Jessamine County			
Madison County			
Montgomery County			
Scott County			
Woodford County			
GREATER LEX			

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the civilian labor force growth by county in the Greater LEX region and show any that are above the average for previous years in the chart above.

GREATER LEXINGTON EMPLOYMENT (ANNUAL DATA) 2022 - 2025

	Annual 2022	Annual 2023	Annual 2024	2022 - 2024 DIFFERENCE	AVERAGE CHANGE
Bourbon County	9,542	9,448	9,797	255	85.00
Clark County	16,614	16,895	17,128	514	171.33
Fayette County	164,604	165,942	168,371	3,767	1,255.67
Franklin County	23,729	24,220	25,033	1,304	434.67
Jessmaine County	25,221	25,834	26,225	1,004	334.67
Madison County	41,828	42,640	43,618	1,790	596.67
Montgomery County	12,069	11,790	11,660	(409)	(136.33)
Scott County	29,157	29,942	30,365	1,208	402.67
Woodford County	14,187	14,227	14,565	378	126.00
GREATER LEX	338,973	342,961	348,786	9,813	3,271.00

**Source of Employment Data Shall Be KYSTATS*

	Annual 2025	Change 2024 - 2025	Change From 2022-2024 Average
Bourbon County			
Clark County			
Fayette County			
Franklin County			
Jessamine County			
Madison County			
Montgomery County			
Scott County			
Woodford County			
GREATER LEX			

**Source of Employment Data Shall Be KYSTATS*

Based on the above information please detail how the work of Greater LEX is increasing (above average) the annual actual employment in the Greater LEX region. If the amounts are not above average please detail future actions to reach the stated goal of growing employment totals.

GREATER LEXINGTON AVERAGE WEEKLY WAGES (ANNUAL DATA) 2022 - 2026

	Annual Q1 2022	Annual Q1 2023	Annual Q1 2024	2022 - 2024 DIFFERENCE	AVERAGE CHANGE
Bourbon County	882	964	1,000	118	39.33
Clark County	935	1,025	1,060	125	41.67
Fayette County	1,120	1,224	1,258	138	46.00
Franklin County	996	1,089	1,155	159	53.00
Jessmaine County	894	985	1,049	155	51.67
Madison County	857	963	1,075	218	72.67
Montgomery County	802	909	919	117	39.00
Scott County	1,023	1,162	1,280	257	85.67
Woodford County	899	980	1,001	102	34.00
GREATER LEX	8,408	9,301	9,797	1,389	463.00

**Source of Employment Data Shall Be KYSTATS*

	Annual Q1 2025	Change 2024 - 2025	Annual Q1 2026	Change 2025-2026	2025-2026 Avg Change From 2022-2024 Avg
Bourbon County					
Clark County					
Fayette County					
Franklin County					
Jessamine County					
Madison County					
Montgomery County					
Scott County					
Woodford County					
GREATER LEX					

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the quarter one information for 2025 and show average weekly wage growth by county in the Greater LEX region and show any that are above the average based on prior years. If the average is below that of previous years list below what efforts Greater LEX will lead to increase the wage average.

GREATER LEXINGTON TOTAL WAGES 2022 - 2026

	Annual Q1 2022	Annual Q1 2023	Annual Q1 2024	2022 - 2024 Difference	Average Change
Bourbon County	78,177,074	85,254,296	89,596,220	11,419,146	3,806,382.00
Clark County	159,842,459	177,338,919	185,784,223	25,941,764	8,647,254.67
Fayette County	2,784,270,405	3,169,331,124	3,315,932,768	531,662,363	177,220,787.67
Franklin County	410,926,317	464,642,302	512,176,350	101,250,033	33,750,011.00
Jessmaine County	204,163,528	231,611,700	249,247,616	45,084,088	15,028,029.33
Madison County	362,141,069	439,576,741	509,736,217	147,595,148	49,198,382.67
Montgomery County	113,082,776	127,202,948	126,968,133	13,885,357	4,628,452.33
Scott County	372,438,385	431,783,341	497,008,464	124,570,079	41,523,359.67
Woodford County	100,707,574	118,726,764	122,552,400	21,844,826	7,281,608.67
GREATER LEX	4,585,749,587	5,245,468,135	5,609,002,391	1,023,252,804	341,084,268.00

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the quarer one information for 2026 and show total wage growth by county in the Greater LEX region and show any that are above the average based on prior years. If the average is below that of previous years list below what efforts Greater LEX will lead to increas the wage totals.

	Annual Q1 2025	Change 2024 - 2025	Annual Q1 2026	Change 2025-2026	2025-2026 Avg Change From 2022-2024 Avg
Bourbon County					
Clark County					
Fayette County					
Franklin County					
Jessamine County					
Madison County					
Montgomery County					
Scott County					
Woodford County					
GREATER LEX					

**Source of Employment Data Shall Be KYSTATS*

Based on the above chart please list the quarer one information for 2026 and show total wage growth by county in the Greater LEX region and show any that are above the average based on prior years. If the average is below that of previous years list below what efforts Greater LEX will lead to increas the wage totals.

EXHIBIT D

GREATER LEX REGIONAL ECONOMIC DEVELOPMENT PLAN

GOAL & ACTIVITY UPDATE

EXHIBIT D

Federal funding applied for or received by Greater LEX during the current fiscal (July 1, 2025 - June 30, 2026). List funds applied for or received and funding status.

Policies advocated for at the federal or state level on behalf of the business climate in the region (July 1, 2025 - June 30, 2026). How do these policies directly or indirectly impact Lexington? Are these policies in alignment with the efforts of LFUCG.

Policies advocated for at the federal or state level on behalf of housing affordability in the region (July 1, 2025 - June 30, 2026). How do these policies directly or indirectly impact Lexington? Are these policies in alignment with the efforts of LFUCG?

Status of the regional economic development efforts being led by Greater LEX. List the objective efforts by item and the status or results achieved during the current fiscal year (July 1, 2025 - June 30, 2026). How have those efforts directly impacted LFUCG?

Status of the regional economic development efforts being led by Greater LEX. List the objective efforts by item and the state of results achieved during the current fiscal year (July 1, 2025 - June 30, 2026). How have those efforts directly impacted LFUCG?