

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE 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 ("Government"), and **KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC.**, a Kentucky nonprofit corporation ("Foundation") with a principal address of PO Box 1446, Florence, Kentucky 41042.

WITNESSETH:

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. Government hereby employs Foundation for the period beginning on July 1, 2026, and continuing for a period of twenty-four (24) months from that date, unless within that period Government gives the Foundation 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 Foundation.
2. The Foundation shall commit to the following provisions pursuant to this Agreement:
 - a. Hold the KY Veterans Hall of Fame announcement and induction events in Lexington for the next two years (in 2026 and in 2027);
 - b. Provide sponsorship recognition to Government in promotional materials;
 - c. Publicly recognize Lexington as the host City of the Kentucky Veterans Hall of Fame; and
 - d. Provide Government with one table at induction ceremonies.
3. Government shall pay Foundation the sum of Thirty Thousand Dollars (\$30,000.00), which shall be used exclusively for the services required by this Agreement, said services being more particularly described in paragraph 2.
4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Foundation shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required hereunder.

5. Foundation's cancellation of an induction ceremony shall result in the return of 50% of the funds distributed to Foundation by Government. Cancellations made under this provision by Foundation shall be made to Government by written notice and payment of the funds due to be returned.

6. If Foundation postpones (instead of cancels) an induction ceremony, Foundation may retain the distributed funds for the subsequent ceremony. However, the ceremony may not be postponed for more than 12 months.

7. Foundation shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration prescribed herein. Foundation 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 the Foundation's violation of any such laws, ordinances or regulations.

8. Foundation represents that it is not required to file federal, state or local income tax returns.

9. The Foundation shall, at the end of each year, submit to Government a report containing a summary of activities related to the services set forth in this agreement.

10. Insurance; Indemnity

(a) At all times relevant to the performance of this Agreement, Foundation shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence), only if Organization utilizes automobiles in the performance of this Agreement; Professional Liability (\$1 million per occurrence, \$2 million aggregate) (if applicable); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

(b) Foundation shall indemnify, defend and hold harmless LFUCG and 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 Foundation'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 Foundation or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

(c) Foundation understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Foundation's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

(d) Foundation further understands and agrees that its 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 Foundation and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

(e) This provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

(f) Foundation understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Foundation in any manner.

11. Books of accounts shall be kept by the Foundation and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Foundation. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Foundation, shall be maintained at the principal place of business of the Foundation as set forth in this Agreement. Government shall have free and complete access to the books, papers, and affairs of the Foundation at all reasonable times.

12. Government may designate such persons as may be necessary to

monitor and evaluate the services rendered by the Foundation. 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 Foundation, or to constitute Foundation an agent of the Government.

13. The right of access guaranteed Government and/or persons designated by the Government in clauses 11 and 12 of this Agreement shall not provide Government or persons designated by the Government access to any material within the possession of the Foundation that is confidential or privileged pursuant to any applicable statute, ordinance, rule or regulation.

14. Foundation 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 or gender identity, or handicap, (b) promote equal employment and (c) 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. Foundation agrees to comply with Government's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law.

15. Foundation must adopt or have adopted 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 Foundation conducts business. The policy shall be made available to LFUCG upon request.

16. This instrument and any Addendums or Amendments incorporated herein contain 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.

17. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. Foundation shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG 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 LFUCG, the audit shall be conducted by independent certified public

accountants at Foundation'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 LFUCG upon request.

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

KENTUCKY VETERANS HALL OF FAME

BY: H. B. Weatherly
ITS: CEO