

## **PURCHASE OF SERVICE AGREEMENT**

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the \_\_\_\_\_ day of July 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"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at 330 East Main Street, Lexington, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588, with an effective date of July 1, 2025.

### **WITNESSETH**

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

1. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

- A. Exhibit "A" – Scope of Work
- B. Exhibit "B" – Quarterly Questionnaire
- C. Exhibit "C" – Annual Questionnaire
- D. Exhibit "D" – RFP #35-2024
- E. Exhibit "E" – Organization's Response to RFP #35-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2025, and continuing for a period of twelve (12) months from that date unless within that period: 1) 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 or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for one (1) additional term of one (1) year, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay Organization a total amount not to exceed Two Hundred and Nine Thousand and Sixty-One Dollars and 41/100 Cents (\$209,061.41) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The Funds shall be subject to and contingent upon the final approval by the Urban County Council of the Lexington-Fayette Urban County Government's Fiscal Year

2026 budget. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth (1/4<sup>th</sup>) of the Funds. The Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, final accounting statement, and invoice shall lapse.

5. Organization agrees that the Funds provided under this Agreement shall be used only for local economic development and workforce development efforts of the project in Fayette County and shall not be used, in whole or in part, for the Organization's regional economic development efforts. The parties understand that "local economic development" should be interpreted strictly to exclude economic development activities in, or for the benefit of, other counties. Organization shall keep the Funds in a separate account apart from any funds held for regional economic development, which may be reviewed and audited by Government as provided in paragraph 15 of this Agreement.

6. In the event of termination of this Agreement as provided for in Paragraph 3 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.

7. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and 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. This indemnification provision shall survive the termination of this Agreement.

8. At all times relevant to the performance of this Agreement, Organization 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); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

9. 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 the Organization; and (b) not caused solely by the willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization's 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 Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

10. 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 provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

11. By no later than the tenth (10<sup>th</sup>) of the month following the end of each quarter (e.g.: Friday, October 10, 2025; Thursday, January 10, 2026; Friday, April 10, 2026; and Friday, July 10, 2026), the Organization shall submit electronically, a detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than May 31, 2026, Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are

submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation.

12. By March 31, 2026, Organization shall provide an updated list of Lexington corporate/company contacts, including business name and the name of each business CEO/President, and the contact information of same for no less than the 30 largest employers in Lexington/Fayette County.

13. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

14. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for in whole or in part with the assistance of funding from LFUCG. Upon notification of any such requirement for membership, this Agreement and Organization's services to Government shall automatically become void.

15. 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 related to this Agreement. 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.

16. 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, have reasonable 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.

17. 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 LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

18. 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.

19. The Organization agrees that all revenue and expenditures related to this agreement 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, or clean audit opinion letter from an independent certified public accountant, shall be submitted to the CDO within 10 days of completion.

20. 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.

21. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

22. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

23. Organization agrees that it shall apply all funds received pursuant to this Agreement 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.

24. 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.

25. 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.

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.

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

For Organization:

Commerce Lexington  
330 East Main Street  
Lexington, Kentucky 40507  
Att: Bob Quick, President & Chief Executive Officer  
(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

COMMERCE LEXINGTON, INC.

BY:   
CARLA BLANTON, CHAIR

ATTEST:

  
WITNESS: \_\_\_\_\_

DATE: 6/2/2025

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 Commerce Lexington**

#### **SCOPE OF WORK – NEW BUSINESS DEVELOPMENT/JOB CREATION AND EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM**

##### **Local Contribution:**

Commerce Lexington (CLEX) will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D (LFUCG RFP #35-2024) and E (Commerce Lexington response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

1. New Business Development/Job Creation
  - Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
  - Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
  - Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    - Corporate decision makers and community/program liaisons.
    - Site selection consultants to build awareness of Lexington.
    - Local executives/management.
  - Specific program marketing tasks will include the following:
    - ☐ Marketing shall be under the brand of the Lexington Economic Partnership.
    - ☐ Develop an electronic marketing plan for recruitment outreach efforts.
    - ☐ Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.
    - ☐ Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.
  - Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.
  - Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
  - An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development Officer by May 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization’s annual work plan performance review.

2. Existing Business Retention and Expansion Program

- Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.
- Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.
- Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.
- Work with local businesses to maintain and improve their employment diversity.
- Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:
  - Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
  - Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to, connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.
  - Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
  - Develop a business support network based on sector for businesses and employers within Lexington.
- Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.
- Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
  - Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
  - Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
  - Issues and perceived challenges related to company growth opportunities in Lexington.
  - Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
  - Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.
- By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.
- An annual report will be submitted to the Director of Workforce and Business Engagement in the Office of the Chief Development by May 31 of each year detailing the activities of each

program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

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## EXHIBIT "B"

### Lexington/Fayette Urban County Government Addendum for Services Commerce Lexington

#### COMMERCE LEXINGTON QUARTERLY QUESTIONNAIRE

##### List of staff actively working on the Lexington-Fayette Urban County Government:

Name   Race   Sex   Years With Employer   Years of Experience in Economic Development

##### Organization Board of Directors:

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

#### NEW BUSINESS DEVELOPMENT

##### New Lexington Project Interest:

New Projects for Lexington during the Quarter

Project referral origination by type/entity:

Kentucky Cabinet for Economic Development – Number

Consultant – Number

Direct Commerce Lexington - Number

Other (Please List) - Number

Project referral sectors:

Ag Bio and Ag Tech - Number

Biopharma and Life Sciences – Number

Business Services and Financial Services – Number

Marketing & Design Services - Number

Medical Devices – Number

##### Trade Shows and Consultant Events:

Trade Shows attended during the quarter:

Direct Lexington (not including other communities) information request resulting from the trade shows:

Direct Lexington (not including other communities) Site Visits resulting from the trade shows:

Consultant visits during quarter on behalf of Lexington specifically (not including other communities):

Consultant visits one-on-one during quarter on behalf of Lexington specifically (not including other communities):  
 Multiple consultant meetings during quarter on behalf of Lexington specifically (not including other communities):  
 Direct Lexington (not including other communities) information request resulting from the consultant visit:  
 Direct Lexington (not including other communities) site visits resulting from the consultant visits:  
 Lexington announced locations resulting from the consultant visits:

**Locate in Lexington**

Number of site visits to Locate in Lexington during the Quarter:

**New Lexington Businesses Announced During the Quarter:**

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>
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**EXISTING BUSINESS RETENTION & EXPANSION PROGRAM**

**Lexington specific existing business visit meetings in the quarter:**

Total number:

Expressed opportunity for expansion:

Expressed interest in potential real estate need:

Expressed opportunity for expansion of workforce/employment:

Expressed possibility of new capital investment:

Expressed possibility of increased wages/salaries for employees:

**Network group support meetings for Lexington companies:**

Number of groups met with during the quarter:

How many companies were represented at the meetings during quarter:

How many non-Lexington companies, if any, were involved in meetings:

What sectors were the focus of support meetings during recent quarter:

Sector - Type

Sector - Type

Sector – Type

**Existing business site visits to Lexington companies during the quarter:**

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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## EXHIBIT "C"

### Lexington/Fayette Urban County Government Addendum for Services Commerce Lexington

#### COMMERCE LEXINGTON ANNUAL QUESTIONNAIRE

##### List of staff actively working on the Lexington-Fayette Urban County Government:

Name   Race   Sex   Years With Employer   Years of Experience in Economic Development

##### Organization Board of Directors:

Number of Board Members:

Breakdown by Race (Number and Percentage)

Breakdown by Sex (Number and Percentage)

Breakdown by Ethnicity (Number and Percentage)

Average Years of Board Service for Members

#### NEW BUSINESS DEVELOPMENT

##### New Lexington Project Interest (Period July 1, 2025 – June 30, 2026):

New Projects for Lexington

Project referral origination by type/entity:

Kentucky Cabinet for Economic Development – Number

Consultant – Number

Direct Commerce Lexington - Number

Other (Please List) - Number

Project referral sectors:

Ag Bio and Ag Tech - Number

Biopharma and Life Sciences – Number

Business Services and Financial Services – Number

Marketing & Design Services - Number

Medical Devices – Number

##### Trade Shows and Consultant Events (Period July 1, 2025 – June 30, 2026):

Trade Shows attended on behalf of Lexington specifically:

Direct Lexington (not including other communities) information request resulting from the trade shows:

Direct Lexington (not including other communities) site visits resulting from the trade shows:

Lexington announced locations resulting from the trade shows:

Consultant visits during year on behalf of Lexington specifically (Stated goal of 100-125 selection consultants annually):

Consultant visits one-on-one during the year on behalf of Lexington specifically (not including other communities):

Multiple consultant meetings during the year on behalf of Lexington specifically (not including other communities):

Direct Lexington (not including other communities) information request resulting from the consultant visit:

Direct Lexington (not including other communities) site visits resulting from the consultant visits:

Lexington announced locations resulting from the consultant visits:

**Request for Proposal (RFP)/Request for Information (RFI) (July 1, 2025 – June 30, 2026)**

Lexington specific (not including other communities) RFPs responded to:

Lexington specific (not including other communities) RFIs responded to:

**Locate in Lexington**

Number of site visits to Locate in Lexington (July 1, 2025 – June 30, 2026):

**New Lexington Businesses Announced (July 1, 2025 – June 30, 2026):**

<u>Name of Company</u>	<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Company Investment</u>
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**Barriers identified regarding potential new businesses locating to Lexington (July 1, 2025 – June 30, 2026):**

**EXISTING BUSINESS RETENTION & EXPANSION PROGRAM**

**Lexington specific existing business visit meetings (July 1, 2025 – June 30, 2026):**

Total number:

Expressed opportunity for expansion:

Expressed interest in potential real estate need:

Expressed opportunity for expansion of workforce/employment:

Expressed possibility of new capital investment:

Expressed possibility of increased wages/salaries for employees:

**Network group support meetings for Lexington companies (July 1, 2025 – June 30, 2026):**

Number of groups met with during the year:

How many companies were represented at the meetings during the year:

How many non-Lexington companies, if any, were involved in meetings during the year:

What sectors were the focus of support meetings during the year:

Sector - Type

Sector - Type

Sector – Type

**Existing business site visits to Lexington companies during the year (July 1, 2025 – June 30, 2026):**

<u>Employment Sector</u>	<u>Number of Employees</u>	<u>Average Wage</u>	<u>Total Payroll</u>	<u>Workforce Partners Attending</u>
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**Major data/items collected during existing business company visits (July 1, 2025 – June 30, 2026):**

Items related to LFUCG policies and procedures:

Issues related to company growth opportunities and challenges in Lexington:

**Barriers identified regarding potential existing business growth or expansion in Lexington (July 1, 2025 – June 30, 2026):**

**EXHIBIT “D”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**RFP #35-2024**

**EXHIBIT “E”**

Lexington/Fayette Urban County Government  
Addendum for Services  
Commerce Lexington

**COMMERCE LEXINGTON  
RFP #35-2024 RESPONSE  
WORK PLAN**

4939-1249-7984, v. 1