

**SECOND AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2024, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the "Organization"), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 5-2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed \$220,000; and

WHEREAS, on July 10, 2023, the Parties entered into an Amendment to the Purchase of Service Agreement (pursuant to Resolution 352-2023) wherein the initial term of the Agreement was extended by six months, and the not to exceed amount awarded pursuant to the Agreement was increased by \$135,000.00 to \$355,000.00; and

WHEREAS, the Parties desire to extend the initial term of the Agreement, as previously amended, by an additional six months to now end on December 31, 2024; and

WHEREAS, the Parties also desire to amend the Agreement, as previously amended, to increase the not to exceed amount by \$51,000.00 to a total of \$406,000.00; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement, as previously amended, as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.
2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement, as previously amended, to extend the period of performance an additional six months as follows:

"This Agreement shall commence on the Effective Date and continue through December 31, 2024, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for an additional period of one year."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement, as previously amended, to increase the not to exceed payment amount by \$51,000.00 as follows:

“LFUCG shall pay Organization a total amount not to exceed **Four Hundred Six Thousand Dollars (\$406,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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 LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.”

4. Effect. All other provisions of the Agreement, as previously amended, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

By: Mark Mahan, Member

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE: _____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT “1”

Copy of Purchase of Service Agreement

(authorized pursuant to R-126-2023)

RESOLUTION NO. 126 - 2023

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 5-2023) WITH MAHAN MULTIMEDIA LLC, FOR A CITY-WIDE DOMESTIC VIOLENCE PREVENTION CAMPAIGN, AT A COST NOT TO EXCEED \$220,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement (awarded pursuant to RFP No. 5-2023), which is attached hereto and incorporated herein by reference, with Mahan Multimedia LLC, for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed \$220,000.00.

Section 2 – That an amount, not to exceed the sum of \$220,000.00, be and hereby is approved for payment to Mahan Multimedia LLC from account # 1101-606101-71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 9, 2023



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

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PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (hereinafter "Agreement"), made and entered into on the ____th day of August, 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **Mahan Multimedia** with offices located at 3335 Shannon Run Road, Versailles, Kentucky 40383, (hereinafter "Organization").

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 – RFP #5 -2023
 - B. Exhibit B – Organization's Response to RFP #5 -2023
2. Government hereby retains Organization for the period beginning on **May 1, 2023**, 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.
3. Government shall pay Organization the sum of **Two Hundred and Twenty-thousand (\$220,000)** for the services required by this Agreement, said services being more particularly described in Exhibits A and B, which shall be payable in monthly shortly upon receipt of an **invoice**.

4. 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 service required herein.

5. Organization shall perform all duties and services included in Exhibits attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in Exhibits A and B and for no other purpose. 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 shall keep itself fully informed of all federal 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

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 the Organization; and (b) not caused solely by 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.

7. Organization represents that it has filed all federal, state and 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 have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

8. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor an annual report and financial statement which summarize the previous year's activities regarding the services enumerated in Exhibits A and B attached hereto.

9. 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, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

10. Government may designate such persons as may be necessary to monitor and evaluate the services rendered 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, nor to constitute the Organization as an agent of the Government.

11. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, 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.

12. 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 Sponsor for review within thirty (30) days of the execution of this Agreement.

13. This instrument, and additional documents attached hereto, 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.

14. 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 investment 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 regulation. The trust department may utilize its regular short-term one hundred percent (100%) US 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" investment, 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 one hundred percent (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 full insured.

D. Audit - - All investments shall be audited at least annually by independent certified public accountant 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.

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

For Organization:

Attn: _____

For Government:

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

Attn: Kacy Allen-Bryant, Commissioner

Department of Social Services

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

AGENCY.

BY: _____
Linda Gorton, Mayor

BY: _____
Title: _____

ATTEST:

Clerk of the Urban
County Council

**AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the “Amendment”), dated as of _____, 2023, (the “Effective Date”), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the “LFUCG”), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services, and **MAHAN MULTIMEDIA LLC**, a Kentucky limited liability company (the “Organization”), whose address is 3335 Shannon Run Road, Versailles, Kentucky 40383, (collectively known as the “Parties”).

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed \$220,000; and

WHEREAS, the Parties desire to extend the initial term of the Agreement by six months to allow for increased content production and message distribution due to positive response from the Lexington-Fayette County community; and

WHEREAS, the Parties also desire to amend the Agreement to increase the not to exceed amount by \$135,000.00 in order for LFUCG to properly compensate the Organization for its services to be completed during the extended term of the Agreement; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and total payment amount in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.
2. Section 1. Term; Renewal. The Parties agree to modify Section 1 of the Agreement to extend the period of performance from 12 months to 18 months as follows:

“This Agreement shall commence on the Effective Date and continue through June 30, 2024, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of 12 months each.”

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement to increase the not to exceed payment amount by \$135,000.00 as follows:

“LFUCG shall pay Organization a total amount not to exceed **Three Hundred Fifty-Five Thousand Dollars (\$355,000.00)** for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. 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 LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.”

4. Effect. All other provisions of the Agreement, which is attached hereto as Exhibit “1” and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

By: Mark Mahan, Member

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE: _____

LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT

EXHIBIT “1”

Copy of Purchase of Service Agreement

(authorized pursuant to R-126-2023)