

AMENDED AGREEMENT

THIS FIRST AMENDED AGREEMENT entered into this, the _____ day of _____, 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, with offices at 200 East Main Street, Lexington, Kentucky (hereinafter referred to as "LFUCG") and **FAYETTE COUNTY PUBLIC SCHOOLS** (hereinafter referred to as "FCPS"), with offices at 701 East Main Street, Lexington, Kentucky 40502.

WHEREAS, the parties entered into an Agreement dated the 12th day of May, 2016, which is attached hereto as Exhibit A and incorporated herein by reference as if fully stated (the "Agreement"); and

WHEREAS, the parties wish to amend the terms of the Agreement and pursuant to Section I (2) of the Agreement, any alterations, variations, modifications, or waivers of the Agreement shall only be valid when they have been reduced to writing as an amendment to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed the parties agree as follows:

1. That the above recitals are incorporated herein by reference as if fully stated.
2. LFUCG shall provide LINK/NCIC services via the "Information Channel" for sworn Law Enforcement Officers working for FCPS as well as Certified Telecommunicators. Prior to access to this services, Sworn Officers and Telecommunicators must have a fingerprint card on file with Kentucky State Police CJIS Audit Staff. Additionally, FCPS Office of Law Enforcement must be registered as a Satellite Agency of LFUCG for CJIS purposes.
3. All other terms of the Agreement shall remain unchanged and remain in full force and effect. In the event of a conflict between the terms of this First Amended Agreement and the terms of the Agreement, this First Amended Agreement shall control.

IN WITNESS WHEREOF, this First Amended Agreement is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
JIM GRAY, MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

FAYETTE COUNTY PUBLIC SCHOOLS

By:

EMMANUEL CAULK, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

The foregoing instrument was subscribed and acknowledged before me by Emmanuel Caulk, as Superintendent, for and on behalf of Fayette County Public Schools, on this the 6th day of July, 2018.

My commission expires: 10/2/21.

Notary Public

