

AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS AMENDMENT TO PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of October 2015, 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, and the **LEXINGTON AND FAYETTE COUNTY PARKING AUTHORITY** (hereinafter "Authority"), with offices located at 101 East Vine Street, Lexington, Kentucky 40507.

WITNESSETH

WHEREAS, the parties previously entered into a Purchase of Service Agreement in January 2015; and

WHEREAS, the parties wish to enter into an agreement for additional services.

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

1. The Agreement between the parties entered into on or about January 29, 2015 (the "Agreement"), is hereby amended as provided herein.

2. The Government hereby commits to providing the Authority a maximum amount not to exceed \$320,000.00 for Fiscal Year 2016 only for use towards capital expense-related repairs or maintenance to the District Courthouse Parking Facility (a portion of 150 N. Limestone)(the "Garage") as further reflected in the listing of anticipated repairs attached hereto as Exhibit "A", which is incorporated herein by reference. The amount of the funds is contingent upon sufficient fees being remitted to the Government pursuant to Section 7-20 of Code of Ordinances, Lexington-Fayette Urban County Government (the "Fees"), and the Government shall be under no obligation to provide additional funding over and above the amount of the Fees actually remitted should they be less than the full not to exceed amount stated above.

3. The Authority agrees that it will only spend these funds on the Garage and in compliance with the expenditure requirements of Section 7-20 of the Code of Ordinances.

4. The funds will be provided to the Authority on a quarterly basis beginning after the initial remittance of the Fees to the Government. The Authority shall provide to the Government an accounting of which capital expenses the funds are to be expended upon on in a form satisfactory to the Government each quarter on the dates agreed to by the parties. Upon request, the Authority will also provide any additional documentation supporting how the funds were expended.

5. All other provisions of the Agreement shall remain in full force and effect.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
JIM GRAY, MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

LEXINGTON AND FAYETTE COUNTY
PARKING AUTHORITY

BY: _____
JAMES H. FRAZIER III, CHAIRPERSON

WITNESS OR NOTARY