

**SECOND AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of May 16, 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: Lillie Renschell [print name]

DATE: 4/1/24