

SECOND AMENDMENT TO PURCHASE OF SERVICES AGREEMENT

This **SECOND AMENDMENT TO PURCHASE OF SERVICES AGREEMENT** made and entered into as of the ____ day of _____, 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“LFUCG”) AND COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.** (“Organization”) for services hereinafter described for the Lexington-Fayette Urban County Government.

WHEREAS, a Purchase of Services Agreement, dated April 27, 2020, was entered into between the LFUCG and Organization pursuant to Resolution No. 270-2020 (“the Agreement” or “Purchase of Services Agreement”), describing the scope of services to be provided by Organization and the compensation for such services; and

WHEREAS, an Amendment to the Purchase of Services Agreement, dated July 8, 2021, was entered into between the Parties pursuant to Resolution No. 411-2021 (“the Amendment”), extending Year One of the Agreement by three (3) months while also allowing the Organization begin its requirements for Year Two.

WHEREAS, due to the COVID-19 pandemic, the Organization has been unable to meet the number of individuals required to be trained by the Organization and to receive a license, namely twenty-five (25), under the Agreement, by September 30, 2021; and

WHEREAS, the Purchase of Services Agreement requires these twenty-five (25) individuals receive training by the Organization and obtain a CDL or CDA license in Year One before the Organization can receive the full amount of funds for Year One; and

WHEREAS, because the Organization has been unable to meet the number of individuals required to be trained by the Organization and to receive a license, the Organization agrees to repay the LFUCG as provided in Section 9 and Exhibit A of the Agreement; and

WHEREAS, due to the COVID-19 pandemic, the Organization will also be unable to meet the number of individuals required to be trained by the Organization and to receive a license, namely twenty-five (25), for Year Two, by June 30, 2022; and

WHEREAS, the Parties wish to amend the Organization's requirements for Year Two, while also proportionately reducing the amount of funds to be provided to the Organization for Year Two.

NOW, THEREFORE, that for and in consideration of the mutual promises and covenants herein expressed, which is acknowledged and agreed to be sufficient consideration, the Government and Organization agree to the following:

1. The above recitals are incorporated herein as part of this Second Amendment.
2. That the terms in this Second Amendment shall have the same definitions as those found in the Purchase of Services Agreement.
3. That Section 6 of the Purchase of Services Agreement, as amended, shall be amended to read as follows:

If the Agreement is extended through Year Two, the Government Agrees to pay the Organization the total sum of Twenty Thousand Dollars (\$20,000), in two half installments and as provided in Section 12 of this Agreement, to provide the services more fully described in Exhibit B.

4. That Section 12 of the Purchase of Services Agreement, as amended, shall be amended to read as follows:

As it relates to Year Two, only:

- (a) The Organization shall be paid the first installment of Ten Thousand Dollars (\$10,000) no later than thirty (30) days after the Government receives official documentation that at least one individual has begun training in the program described in Exhibit B. This documentation must be provided by November 15, 2021 or all funds pursuant to this Agreement for Year Two shall be forfeited and this Purchase of Services Agreement shall be considered void.
- (b) The remaining installment of Ten Thousand Dollars (\$10,000) shall be paid no later than thirty (30) days after the Government receives official documentation that one hundred percent (100%) of the total number of individuals required to receive a license or certification through the program provided in Exhibit B have received said license or certification within the applicable term.
- (c) If, at the end of Year Two, the Government receives documentation that more than fifty percent (50%) but less than one hundred percent (100%) of the total number of individuals required to receive a license or certification through the program provided in Exhibit B have received said license or certification within the applicable term, the Organization shall be paid a portion of the Ten Thousand Dollars (\$10,000) provided in Section 12(b) within thirty (30) days after the close of the applicable term in accordance with the formula provided in Exhibit A.
- (d) If, at the end of Year Two, the Government receives documentation that less than fifty percent (50%) of the total number of individuals required to receive a license or

certification through the program provided in Exhibit B have received said license or certification within the applicable term, the Organization shall not receive any portion of the Ten Thousand Dollars (\$10,000) provided in Section 12(b) for that year, and shall instead be required to repay the Government in accordance with the formula provided in Exhibit A. Any such repayment shall be due no later than thirty (30) days after the close of the applicable term.

5. That Exhibit B of the Purchase of Services Agreement, as amended, shall be amended to read as follows for the purposes of Year Two only:

Scope of Work

The Organization's application, which is attached and incorporated herein, shall serve as its Scope of Work.

Total Number: By the end of Year Two, as defined in the Purchase of Services Agreement, at least ten (10) individuals will obtain a CDL license as a result of the training provided by the Council in the fields and programs provided in its Scope of Work.

These individuals must be different from those served in Year One or in previous Purchase of Services Agreements under this government program. Participants served by multiple organizations with money provided under this government program may only be counted by one organization.

6. That any reference to the provision of \$25,000 or \$50,000 by Government to Organization as consideration for services provided shall be limited to Year One.
7. That nothing contained in the Purchase of Services Agreement, as amended, shall require the Organization to train individuals for a CDA in child development or that those individuals receive a CDA license in Year Two.
8. The Organization understands that should it fail to fulfill its requirements for Year Two by June 30, 2022, the Organization shall be subject to partial

payment or repayment of grant funds as provided in the Agreement, as applicable.

- 9. That the Organization shall provide an updated budget to the Workforce Development Manager within thirty (30) days, reflecting the change in funds and requirements for Year Two. That budget shall replace Exhibit C for the purposes of Year Two, only.
- 10. All other provisions of the Agreement, as amended, shall remain in full force and effect.
- 11. That this Second Amendment shall take effect only upon the Government receiving Seventeen Thousand Dollars (\$17,000) from Organization as partial repayment of the funds provided by the Government, as required in Section 9 and Exhibit A of the Purchase of Services Agreement, due to the Organization's inability to meet its requirements under the Purchase of Services Agreement for Year One.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

COMMUNITY ACTION COUNCIL

BY: _____
BOARD CHAIR

ATTEST:

WITNESS