

**FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the “Amendment”), is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, on behalf of LFUCG’s ONE Lexington initiative (“Sponsor”), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.**, a Kentucky 501(c)(3) organization, (“Organization”) with offices located at 710 West High Street, Lexington, Kentucky 40508.

**RECITALS**

**WHEREAS**, the parties entered into a Purchase of Service Agreement (“Agreement”), dated \_\_\_\_\_, which provided that the Organization shall serve as a Grants Administrator for “ONE Lexington.”

**WHEREAS**, the parties desire to expand the Agreement;

**WHEREAS**, the Agreement requires all amendments to be in writing.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Numerical paragraph 1 of the Agreement is hereby amended as follows:

**EFFECTIVE DATE; TERM.** The term of this Agreement shall commence upon its execution and shall continue in effect until December 31, 2023 (the “Initial Term”), and shall thereafter automatically renew for another one (1) year term (“Renewed Term”), unless terminated by LFUCG at an earlier time.

2. Numerical paragraph 4 of the Agreement is hereby amended as follows:

**PAYMENT.**

(a) LFUCG shall pay Organization a monthly administrative fee of \$1,375.00 (“Monthly Fee”) during each month of the respective term. The total amount of the Monthly Fee paid to Organization shall not exceed Sixteen Thousand and Five Hundred Dollars and 00/100 Cents (\$16,500.00) (“Funds”) during a respective term. The uses of the Funds are limited to the performance of the Services described in Exhibit A 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 excluded in the above payment.

(b) Upon the date of execution of the Amendment, LFUCG shall pay and/or have paid Organization a combined total of One Hundred Thirty-Nine Thousand Dollars (\$139,000.00) (“Grant Awards”). Organization shall disburse the Grant Awards to recipients in a manner that complies with Exhibit A and with any terms and conditions attached to the Grant Awards. Each month, Organization shall produce a reconciliation reflecting all disbursements it has made of the Grant Awards. Any amount of the Grant Awards that remains unallocated at the end of the Initial Term shall rollover into the Renewed Term, subject to the same terms and conditions stated herein.

(c) LFUCG shall make all payments required under this Agreement upon timely submission of monthly invoices from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective. LFUCG also reserves the right to reject any invoice submitted for Services more than sixty (60) days after the Services were rendered.

During the Renewed Term, funding amounts shall be renewed January 1, 2024, so that the sums paid during the Renewed Term shall be consistent with the amounts provided during the Initial Term, contingent upon the Urban County Council appropriating adequate funding during the applicable fiscal year.

At the end of this Agreement’s Renewed Term, the Organization shall repay the outstanding balance, if any, of the Grant Awards to LFUCG. Organization shall repay that outstanding balance to LFUCG within thirty (30) days after the end of the Renewed Term. Organization understands and agrees that LFUCG has the right to pursue legal action against Organization to collect any amounts LFUCG paid to Organization that Organization did not disburse in conformity with this Agreement. LFUCG reserve all rights it has at law, in equity, or in bankruptcy against the Organization to collect any amounts it paid to Organization.

**3.** Except as modified herein, all terms and conditions of the Agreement remain in full force and effect.

[Signature page follows.]

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

ORGANIZATION

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
WITNESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## EXHIBIT "A"

### Lexington/Fayette Urban County Government Addendum for Services **SCOPE OF WORK**

ONE Lexington is a program established by the Lexington-Fayette Urban County Government (LFUCG) to enhance safety and quality of life in neighborhoods experiencing violent crime. In furtherance of that goal, LFUCG, through ONE Lexington, seeks to mobilize community nonprofits and non-school hour programs by offering grant awards with the goal of supporting youth mentorship. LFUCG also seeks a grant administrator to select recipients and distribute grant funding, as further described below, to the chosen recipients.

The grants administrator will disburse the two grant awards, together totaling \$139,000: \$100,000 of that amount is allocated for Violence Prevention/Intervention Community Partner Grants; and \$39,000 of that is allocated for Community Sponsorship Awards. The **Violence Prevention/Intervention Community Partner Grants** will be awarded to nonprofits in Lexington, under an annual selection process. **Community Sponsorship Awards** will be provided to non-school hour programs that share the goal of supporting 1) Lexington youth who have been directly impacted by gun violence and/or 2) Lexington youth who have/had at least one parent currently incarcerated.

These funded activities are unique and thus the grants will be administered differently. The grants administrator shall have the capacity to perform the following responsibilities in the administration of each these two grants.

The grants administrator's responsibilities with respect to the **Violence Prevention/Intervention Community Partner Grants** shall include the following:

- Receive, score, and rank grant applications; make a recommendation to ONE Lexington regarding the selection of grant recipients.
- Participate with ONE Lexington in their grant recipient announcement.
- Host one live session, with ONE Lexington, to discuss with potential applicants the purpose of the grant, the digital application form, timelines, etc., as needed. *(This step will occur only if both parties feel it is warranted and if the grant's timeline permits.)*
- Remit payments to grant recipients from the Violence Prevention/Intervention Community Partner Grant funds provided by the Lexington-Fayette Urban County Government either one-time or in determined intervals based on the grant recipient's proposal (tiers).

- Send periodic financial reports to ONE Lexington regarding the balance of the Violence Prevention/Intervention grant funding provided by the Lexington-Fayette Urban County Government.

**Sponsorship Awards** will be provided to non-school hour programs that share the goal of supporting 1) Lexington youth who have been directly impacted by gun violence and/or 2) Lexington youth who have/had at least one parent currently incarcerated.

The grants administrator's responsibilities with respect to the **Community Sponsorship Awards** shall include the following:

1. Develop a simple application for the partner program to complete. Key elements of the application will include the type of program being operated, their connection to or their ability to enroll youth who meet the eligibility criteria developed in collaboration with ONE Lexington, and the per-child cost of participation (which may include fees, costs of equipment and uniforms, if any).
2. Issue payments to the partner using Community Sponsorship Award funds provided by the Lexington-Fayette Urban County Government based on the cost-per-child and the number of youths to be enrolled in the program.