

FIRST AMENDMENT TO THE
MAINTENANCE SERVICE AGREEMENT

This FIRST AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT (“Amendment”) is made and entered into this ____ day of May, 2015, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, for and on behalf of its Division of Enhanced 911, Room 313, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as “LFUCG”) and **KRAUS ASSOCIATES, INC. d/b/a AK ASSOCIATES**, a Florida corporation with offices Located at 7 Independence Avenue, Derry, New Hampshire 03038 (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, LFUCG operates an enhanced 911 emergency telephone system (hereinafter referred to as the “911 System”); and

WHEREAS, LFUCG issued a Request for Proposals, #65-2014, attached hereto and incorporated herein as Exhibit A and hereinafter referred to as the “RFP”, seeking proposals from bidders interested in providing recording equipment installation and services for LFUCG’s 911 System; and

WHEREAS, LFUCG has determined that Contractor submitted the best overall value response to the RFP in the Contractor’s Formal Proposal, attached hereto and incorporated herein as Exhibit B and hereinafter referred to as the “Proposal”; and

WHEREAS, Contractor agrees to provide the installation and maintenance services for the LFUCG as further provided in the Proposal to the RFP; and

WHEREAS, the parties have previous entered into a Maintenance Service Agreement dated June 5, 2013, in which the Contractor agrees to provides on-site and remote maintenance, as well as manufacturer’s extended warranty/maintenance and second-tier support services for LFUCG’s 911 System (hereinafter referred to as the “Agreement”); and

WHEREAS, in accordance with Section 8.8 of the Agreement, LFUCG and the Contractor desire to amend the Agreement to provide for on-site and remote maintenance, as well as manufacturer's extended warranty/maintenance and second-tier support services for the Exacom G-2 Logging Recorder and Recording System.

NOW THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LFUCG and the Contractor hereto agree as follows:

1. That the above recitals are incorporated herein by reference as if fully stated.
2. This Amendment shall include the following additional documents, which are attached hereto as Exhibits and incorporated herein by reference as if fully stated:
 - A. Exhibit A – RFP #65-2014, consisting of 49 pages;
 - B. Exhibit B – AK Associates Proposal to RFP #65-2014, consisting of 52 pages;
 - C. Exhibit C – RFP #11-2013
3. The Contractor agrees to provide the maintenance services for the Exacom G-2 Logging Recorder and Recording System under the existing Agreement for on-site maintenance of the LFUCG's 911 system as specified in RFP #11-2013 at no-additional cost for AK 1st level support.
4. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as stated in the Agreement.

IN WITNESS WHEREOF, LFUCG and the Contractor have executed this Agreement, by and through their duly authorized officers, as of the date first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

KRAUS ASSOCIATES INC.

By: _____
JIM GRAY, MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

By: Elaine M Kraus
ELAINE M. KRAUS, PRESIDENT

The foregoing instrument was subscribed and acknowledged before me by Elaine M. Kraus, as President, for and on behalf of Kraus Associates, Inc., on this the 13 day of May, 2015.

My commission expires: 3/7/17.

Barbara A. Conannon
Notary Public, State at Large, N.H.