

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT ("Amendment"), is made and entered into on 20 day of February 2025, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "LFUCG"), and **W-T GROUP, LLC**, a limited liability corporation, with offices located at 2675 Pratum Avenue, Hoffman Estates, Illinois 60192 (hereinafter referred to as "**ORGANIZATION**") (collectively known as the "Parties").

WHEREAS, the Parties entered into a Purchase of Service Agreement beginning October 1, 2023 ("Agreement"), in which the ORGANIZATION provided certain services described therein, effective until June 30, 2024;

WHEREAS, the Parties are now desirous of amending the Purchase of Service Agreement to expand certain provisions of the Agreement, at an estimated cost not to exceed \$394,922.00;

WHEREAS, the Agreement provides that the Agreement may be amended only in a writing executed by LFUCG and the ORGANIZATION.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants, the parties hereto agree as follows:

- A. **RELATED DOCUMENTS.** The Scope of the Agreement is hereby expanded to authorize additional services contained in the following additional documents, which are attached to this First Amendment as Exhibits, and incorporated into the Agreement as if fully stated herein:
- a. Exhibit "A"- LFUCG Added Scope Proposal
 - b. Exhibit "B"- LFUCG Added Scope Proposal Addendum
- B. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **Three Hundred Ninety-Four Thousand, Nine Hundred and Twenty-Two Dollars** (\$394,922.00) ("Funds") for the performance of the Services described in Section A of this First Amendment. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of approved, monthly invoices. Use of the Funds is 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.
- a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) 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 are inadequate or defective.

- b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.
- C. In all other respects, except as specifically modified herein, the terms of the Agreement shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE IMMEDIATELY FOLLOWS.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT



Linda Gorton, Mayor

ATTEST:


Clerk of Urban County Council



W-T GROUP, LLC

BY

