

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT (the "Agreement"), made and entered into on the 10th day of July 2023 (the "Effective Date"), by and between the **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.

WITNESSETH

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. **TERM; RENEWAL.** This Agreement shall commence on the Effective Date and continue through December 31, 2023, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of 12 months each.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – RFP No. 5-2023
 - b. Exhibit "B" – Organization's Response to RFP No. 5-2023


To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A" and "B" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed **Two Hundred Twenty Thousand Dollars (\$220,000.00)** 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.

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

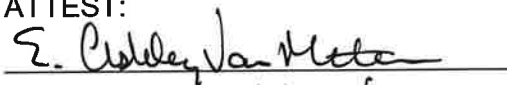
**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: 
LINDA GORTON, MAYOR

ATTEST:

Deputy Clerk of the Urban County Council

MAHAN MULTIMEDIA LLC

BY: 
Mark Mahan, Member

ATTEST:
 [sign name]
WITNESS: E. Ashley Van Meter [print name]
DATE: 7/10/23

**AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of July 10, 2023, (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. 2023) for a city-wide Domestic Violence Prevention Campaign, at a cost not to exceed \$220,000; and

WHEREAS, the Parties desire to extend the initial term of the Agreement by six months to allow for increased content production and message distribution due to positive response from the Lexington-Fayette County community; and

WHEREAS, the Parties also desire to amend the Agreement to increase the not to exceed amount by \$135,000.00 in order for LFUCG to properly compensate the Organization for its services to be completed during the extended term of the Agreement; 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 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 to extend the period of performance from 12 months to 18 months as follows:

"This Agreement shall commence on the Effective Date and continue through June 30, 2024, unless terminated by either party at an earlier time. Upon mutual written agreement, the parties may renew this Agreement for successive periods of 12 months each."

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement to increase the not to exceed payment amount by \$135,000.00 as follows:

“LFUCG shall pay Organization a total amount not to exceed **Three Hundred Fifty-Five Thousand Dollars (\$355,000.00)** 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, which is attached hereto as Exhibit “1” and incorporated herein as if fully stated, 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**

Linda Gorton

By: Linda Gorton, Mayor

ATTEST:

Markenzie Stock
Clerk of the Urban County Council

Deputy

MAHAN MULTIMEDIA LLC

Mark Mahan

By: Mark Mahan, Member

ATTEST:

E. Ashley Van Meter [sign name]

WITNESS: *E. Ashley Van Meter* [print name]

DATE: 7/10/23