

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the ____ day of _____, 2021, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "**OWNER**"), and **ELEVATION LEADERSHIP L.L.C.**, (hereinafter referred to as "**CONSULTANT**"), a Kentucky limited liability company, whose post office address is 540 Sarah Blake Ln, Versailles, Kentucky 40383.

WHEREAS, OWNER and CONSULTANT entered into a Professional Services Agreement in 2021 for Vaccine Distribution Management Services ("Agreement"), in which the **CONSULTANT** agreed to provide consulting services related to vaccine distribution through June 30, 2021, at a total contract price of \$29,000.00;

WHEREAS, the parties want to extend the period of services under the Agreement with a coordinating increase in the total contract price;

WHEREAS, the Agreement also provides that the Agreement may be amended only in writing executed by the **OWNER** and the **CONSULTANT**;

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

1. That Section 4.1 of the Agreement, titled "**SECTION 4 – PERIOD OF SERVICES,**" is hereby amended to read as follows:

Time is of the essence in the performance of this Agreement. Work shall begin immediately upon execution of the Purchase Order and continue through August 31, 2021, subject to the provisions of Section 5.1. This period of service may be extended or otherwise altered with the mutual consent of the parties.

2. That Section 5.1.1 of the Agreement, titled "**For Basic Services,**" under "**SECTION 5 – PAYMENTS TO CONSULTANT,**" is hereby amended to read as follows:

OWNER shall issue a Notice To Proceed for services to be performed under this Agreement by **CONSULTANT** or its sub-consultants. The execution of the Purchase Order shall constitute the Notice to Proceed for all services at a cost not to exceed \$37,000.00 plus travel and expenses.

Invoicing will be provided monthly and shall be payable net 30 days from the date of invoice. The fee will be billed as follows: \$9,000 in month 1 and \$4,000 each month for months 2 – 8.

3. 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 First Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

ELEVATION LEADERSHIP, L.L.C.

Chuck Mix, President