

**AMENDMENT TO PURCHASE OF SERVICE AGREEMENT**

THIS AMENDMENT TO PURCHASE OF SERVICE AGREEMENT, made and entered into on the 19th day of August 2014, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Mayor's Office of Economic Development, ("MOED") and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, ("Organization") with offices located at Main and Rose Streets, with a mailing address of Post Office Box 1968, Lexington, Kentucky 40588.

**WITNESSETH**

WHEREAS, the parties previously entered into a Purchase of Service Agreement for Fiscal Year 2015; and

WHEREAS, the parties wish to enter into an agreement for additional services.

Now, therefore, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. The Agreement between the parties entered into on or about July \_\_, 2014 (the "Agreement"), is hereby amended as provided herein.

2. Government hereby retains Organization or a division or affiliate of the Organization to provide the following additional services and deliverables:

A. A data based analysis of the workforce within Lexington/Fayette County together with sufficient and appropriate information and data to develop a model to assist in improving that workforce.

B. All reasonably related services to providing such analysis including meetings with service providers, employer groups and other stakeholders

C. A completed report satisfactory to the Organization's Office of the Mayor and submitted and formally presented to the Mayor and the Urban County Council, which report shall contain a summary of findings and an action plan.

3. Government shall pay the Organization the additional sum of Fifty Thousand Dollars (\$50,000.00) for the services and deliverables required by this Amendment to Agreement, which shall be payable as follows: one-half of payment upon the provision of a detailed outline of the proposed analysis and report to the Organization's Office of the Mayor, and one-half of payment upon satisfactory acceptance of the report by the Office of the Mayor.

4. All other provisions of the Agreement shall remain in full force and effect.

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

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

JIM GRAY, MAYOR

ATTEST:

\_\_\_\_\_  
Meredith Nelson

Clerk of the Urban County Council

CINDY BRANDENBURG  
NOTARY PUBLIC  
STATE AT LARGE - KENTUCKY  
MY COMMISSION EXPIRES JUNE 20, 2018  
ID # 513756

COMMERCE LEXINGTON, INC.

BY: [Signature]  
ITS: President & CEO

ATTEST: [Signature]  
WITNESS:  
DATE: 8/19/14