

**FIRST AMENDMENT TO  
PURCHASE OF SERVICE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT** (the “First Amendment”), dated as of \_\_\_\_\_, 2025, 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, and **HOPE CENTER, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273 (the “Organization”), whose post office address is P.O. Box 6, Lexington, KY 40588, (collectively known as the “Parties”).

**RECITALS**

**WHEREAS**, LFUCG entered into a Purchase of Service Agreement (awarded pursuant to RFP No. 24-2023) with Hope Center, Inc., executed on September 24, 2024, to implement street outreach case management services to individuals experiencing unsheltered homelessness or at risk of experiencing homelessness, at a cost not to exceed \$316,640.00 (the “Agreement”) (Agreement attached hereto as Exhibit 1); and

**WHEREAS**, the Parties desire to amend the Agreement to adjust the end date of the renewal term and to include an Expansion Budget detailing the additional funding; and

**WHEREAS**, the Parties also desire to amend the Agreement to provide an additional \$218,452.00 in funding for the term beginning August 1, 2025 and ending July 31, 2026, for a total cost of \$535,092.00; and

**WHEREAS**, the Parties hereby agree to amend the above-referenced sections in accordance with the terms and conditions of this First 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 First Amendment.
2. Section 1. Effective Date; Term. The Parties agree to modify Section 1 of the Agreement to read as follows:

“This Agreement shall be for the term beginning on August 1, 2024, and ending July 30, 2025, unless terminated by LFUCG at an earlier time. This Agreement is subject to automatic renewal for one (1) additional term,

beginning on August 1, 2025, and ending July 31, 2026, unless LFUCG determines it does not wish to exercise the option to renew.”

3. Section 2. Related Documents. The Parties agree to modify Section 2 of the Agreement, to include an Expansion Budget as follows :

“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 #24-2023
- b. Exhibit “B” – Organization’s Response to RFP #24-2023
- c. Exhibit “C” – Revised Budget
- d. Exhibit “D” – Expansion Budget

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”, “D”, “C”, and “B” in that order.”

A copy of Exhibit “D”, Expansion Budget, is attached to this First Amendment as Exhibit 2.

4. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement to read as follows:

“For the term beginning on August 1, 2024, and ending July 30, 2025, LFUCG shall pay Organization a total amount not to exceed Three Hundred and Sixteen Thousand and Six Hundred and Forty Dollars and 00/100 Cents (\$316,640.00) for the performance of the Services. For the additional term beginning on August 1, 2025, and ending July 31, 2026, LFUCG shall pay Organization a total amount not to exceed Five Hundred Thirty-Five Thousand and Ninety-Two Dollars and 00/100 Cents (\$535,092.00) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of the monthly invoice(s). 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.

- 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 or materials provided for the Services 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.”

5. Effect. All other provisions of the Agreement, which are 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 First Amendment, and have executed the same as of the day, month, and year above written.

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

**HOPE CENTER, INC.**

\_\_\_\_\_  
By: Jeff Crook, CEO

ATTEST:

\_\_\_\_\_ [sign name]

WITNESS: \_\_\_\_\_ [print name]

DATE: \_\_\_\_\_

**LIST OF EXHIBITS TO BE ATTACHED TO THIS AMENDMENT**

**EXHIBIT “1”**

**Copy of Purchase of Service Agreement**

(authorized pursuant to R-450-2024)

**EXHIBIT “2”**

**Copy of Expansion Budget**

4909-2149-2074, v. 1