

AMENDMENT TO AGREEMENT

THIS **AMENDMENT TO AGREEMENT**, effective August 1, 2015, is made and entered into by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (the "Government") **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, with offices located at 701 East Main Street, Lexington, Kentucky 40502 (the "Board").

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement Regarding Collection of Occupational License Fee/Tax dated July 9, 2013 (the "Agreement"); and

WHEREAS, the parties are in the process of upgrading their respective software platforms/programs over the course of the next several months but ultimately anticipate that they will have software platform/programs that are compatible and are capable of sharing certain data, which will make the sharing of this data more efficient; and

WHEREAS, the parties wish to address the sharing of relevant data during the above software transition and thereafter.

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

1. The above recitals are incorporated herein by reference as if fully stated.

2. The Agreement is being amended to aid both parties in efficiently administering their respective occupational license fee/tax collection programs while ensuring the confidentiality of any shared data

3. That paragraph 6 of the Agreement is amended and replaced in its entirety with the following:

The Government will provide the Board with agreed upon data for all new businesses registering with the Government on a weekly basis, including the information attached on Exhibit A hereto. This file will also contain all License Master File records that have been added or changed in the past week. The Government will provide this information in a format or layout similar to the format or layout utilized under the Agreement, and which can be utilized by the Board. The Board will be solely responsible for inputting or entering this data into its system and collection program.

4. That paragraph 7 of the Agreement is amended and replaced in its entirety with the following:

Once the parties are in agreement that their respective software platforms/programs are compatible with each other, the Government and the Board will provide each other with limited, "read-only" access to relevant taxpayer data within their collections programs, subject to reasonable restrictions. However, such access is agreed to be limited to the confines of the software program/platform in an unmodified condition. The parties anticipate that no customization will be required. In the event

customization is required, the Board will bear the cost of such customization or modification. The Government will also provide the Board with the new business data in paragraph 6, above, in a format compatible with the Board's software program system. If customization or modification is required, the Board of Education will bear the cost of such customization or modification.

5. That in all other respects, except as specifically modified herein, the terms of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed and executed this Amendment to Agreement at Lexington, Kentucky the date and year first written above.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

Meredith Nelson
Clerk of the Urban County Council

**BOARD OF EDUCATION OF FAYETTE
COUNTY, KENTUCKY**

BY: _____
SUPERINTENDENT

WITNESSED BY:

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