

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter referred to as "Amendment"), made and entered into this 5<sup>th</sup> day of December, 2019, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS 67A, (hereinafter referred to as "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its **DIVISION OF ENVIRONMENTAL SERVICES** (hereinafter referred to as "DES"), and **NEW LIFE DAY CENTER**, 224 N Martin Luther King Blvd., Lexington, Kentucky 40507 (hereinafter referred to as "New Life").

**RECITALS**

**WHEREAS**, the Government, through DES, and New Life entered into an Agreement dated October 11, 2018 (hereinafter referred to as the "Agreement"), whereby, the parties implemented the "Litter Pickup Services with Panhandler Participation Program" (hereinafter referred to as the "Program") in connection with RFP #14-2018;

**WHEREAS**, in accordance with Section 13 of the Agreement, the Government, on behalf of DES, and New Life desire to amend the Agreement.

**WITNESSETH**

NOW THEREFORE, for and in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and New Life agree as follows:

(1) The above recitals are incorporated herein by reference, as if fully stated. This Amendment shall include the following additional documents, which is attached hereto and incorporated herein by reference as if fully stated:

(a) Exhibit "A" – Agreement dated October 11, 2018.

In the event of conflict between and among the provisions of these documents, the provisions of this Amendment shall prevail, followed by Exhibit A.

(2) The Government agrees to provide New Life an additional sum of **Twenty Thousand and 00/100 (\$20,000.00)** to be used for administration fees related to operation of the Program.

(3) In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

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

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

NEW LIFE DAY CENTER

BY: *Linda Gorton*  
LINDA GORTON, MAYOR

BY: *Steve Polston*  
STEVE POLSTON, EXECUTIVE DIRECTOR

ATTEST:  
*Mackenzie Summers*  
Deputy Clerk of the Urban  
County Council