

**FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the “First Amendment”), made and entered into on the _____ day of _____ 2026, 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 **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky corporation (the “Organization”), with offices located at 710 W. High St., P.O. Box 11610, Lexington, KY 40576, (collectively known as the “Parties”).

RECITALS

WHEREAS, LFUCG entered into a Purchase of Service Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., executed on October 27, 2025 and authorized pursuant to Resolution #495-2025, to help maintain availability of hotel/motel rooms to provide emergency shelter and housing-focused services for homeless families caring for minor children in Fayette County from November 1, 2025 to April 1, 2026 (the “Services”), at a cost of \$177,250.00 (the “Agreement”) (Agreement attached hereto as Exhibit 1); and

WHEREAS, the exact costs of the Services are difficult to predict due to their nature, and the actual cost of said Services exceeded the original \$177,250.00 provided pursuant to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to provide an additional \$177,750.00 in funding, for a total cost of \$355,000.00, to fully compensate Organization for their performance of the Services; 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 extend the Agreement’s term to the date of this First Amendment for the purpose of authorizing additional payment for the Services provided pursuant to the Agreement.

3. Section 4. Payment. The Parties agree to modify Section 4 of the Agreement to provide an additional **One Hundred Seventy-Seven Thousand and Seven Hundred Fifty Dollars and Zero Cents (\$177,750.00)** to Organization for performance of the Services, bringing the total cost to Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00). This additional funding shall be provided upon receipt 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.

4. Effect. All other provisions of the Agreement, which is attached hereto as Exhibit 1 and incorporated herein as if fully stated, not inconsistent with the provisions of this First 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 first above written.

**LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT**

By: Linda Gorton, Mayor

ATTEST:

Clerk of the Urban County Council

**COMMUNITY ACTION COUNCIL FOR
LEXINGTON-FAYETTE, BOURBON,
HARRISON, AND NICHOLAS COUNTIES,
INC.**

By: Sharon Price, Executive Director

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-495-2025)

4929-6765-0729, v. 1