FIRST AMENDMENT TO
PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT (the "Amendment"), dated as of _____, 2024, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "GOVERNMENT"), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Public Safety ("the SPONSOR"), and **LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL**, a Kentucky limited liability company (the "Organization"), whose address is 1600 Old Frankfort Pike, Lexington, Kentucky 40504, (collectively known as the "Parties").

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement beginning July 1, 2024 (the "Agreement"), for SPONSOR to provide certain animal care and control services described therein, effective for a period of 12 months; and

WHEREAS, the Parties are now desirous of amending the Purchase of Service Agreement for GOVERNMENT to provide support for the Computer Aided Dispatch ("CAD") system, a record-keeping system with Kentucky Open Portal Solution ("KYOPS"), a Kentucky State Police driven program, at an estimated cost not to exceed $18,776.00; and

WHEREAS, the Parties hereby agree to amend the above-referenced Agreement and total payment amount in accordance with the terms and conditions of this 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 are incorporated herein as a part of this Amendment.

2. Section 3. The Parties agree to modify Section 3 of the Agreement as follows:

   "Government shall make the following additional contributions to Organization in consideration of the services provided under this Agreement:

   (a) Government shall lease thirteen (13) vehicles to Organization as further consideration for the services required by this Agreement. Said vehicles shall only be used for purposes of animal control, shall be leased to Organization for use during the term and for the purposes authorized by this

Agreement and shall be subject to the additional terms of a lease agreement between the parties.

(b) Government shall provide to Organization funding in the amount of $18,776.00 for access to the Computer Aided Dispatch ("CAD") system, a record-keeping system with Kentucky Open Portal Solution ("KYOPS"), a Kentucky State Police driven program, as further consideration for the services required by this Agreement."

3. Effect. All other provisions of the Agreement, which are attached hereto as "Exhibit A" and incorporated herein as if fully stated, not inconsistent with the provisions of this Amendment shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

LEXINGTON-FAYETTE COUNTY
ANIMAL CARE AND CONTROL, LLC

BY: LEXINGTON HUMANE SOCIETY,
ITS MEMBER

_____
By: Susan M. Malcomb, President

_____
By: Rebecca Sherman, Chairperson
Board of Directors

EXHIBIT A

Copy of Purchase of Service Agreement

4876-4991-1785, v. 1