

**First Addendum to
Memorandum of Understanding
(MOU) 2019-195**

This First Addendum to MOU 2019-195 is entered into this 15th day of September, 2020 between the Administrative Office of the Courts (AOC) and the Lexington-Fayette Urban County Government (LFUCG).

WHEREAS, the LFUCG and the AOC entered into MOU 2019-195 on January 1, 2020;

WHEREAS, MOU 2019-195 was entered into by the LFUCG and the AOC in order to renovate the law library and Kentucky Court of Appeals office space in the Fayette County Circuit Court Facility (Project);

WHEREAS, under the terms of MOU 2019-195, LFUCG agreed to obtain construction services for the Project, not to exceed \$800,000;

WHEREAS, since entering into MOU 2019-195 on January 1, 2020, LFUCG put the Project up for public bid;

WHEREAS, on March 4, 2020 OMNI Commercial LLC (OMNI) bid for the Project in an amount of \$396,700.00;

WHEREAS, LFUCG selected OMNI's bid for construction services for the Project based on its March 4, 2020 bid;

NOW, THEREFORE, the following provisions are agreed to by the parties as witnessed by the signatures to this Addendum. These provisions amend the terms and conditions of MOU 2019-195. All other terms and conditions of MOU 2019-195 remain the same. In the event the provisions of this Addendum conflict with those of MOU 2019-195, the provisions of this Addendum shall control.

I. SCOPE OF SERVICES

1. The Scope of Services is hereby amended to reflect the bid of OMNI.
2. Section 1(A)(6) is hereby amended as follows:

“The AOC agrees to make monthly reimbursement payments to the LFUCG for construction services for the Project, not to exceed \$396,700.00 plus a 10% contingency value of \$39,670.00. Once the contract price is established, the AOC will not reimburse the LFUCG for any increases in the contract price unless a change order is reviewed and approved by AOC prior to execution as required by Section I.B.6 of this MOU. To receive reimbursement, the LFUCG shall submit to Danny Rhoades all paid invoices / pay applications for the month along with a copy of the LFUCG's cancelled check showing the payments(s) made by the

LFUCG to the construction services provider. The total amount of AOC reimbursement for this Project, including approved change orders, shall not exceed \$436,370.00.”

3. Section I(A)(7) is hereby amended as follows:

“The obligations of the AOC are subject to biennial appropriations by the General Assembly, which funds have been appropriated for this project in this fiscal year which ends June 30, 2021.”

4. Section 1(B)(8) is hereby amended as follows:

“The LFUCG understands and agrees that the total amount of AOC reimbursement for this Project, including approved change orders shall not exceed \$436,370.00.”

II. AMENDMENTS

The parties may make amendments to this MOU as may be necessary. Any such amendment shall be made in writing and agreed to by each party.

WITNESS THE AGREEMENT of the Parties as attested by their signatures affixed hereon.

Authorized Signature Authority
Lexington-Fayette Urban County Government

Date

Laurie K. Dudgeon, Director
Administrative Office of the Courts

Date

Approved by:

Reviewed by:

Carole Henderson, Budget Director
Administrative Office of the Courts

Ryan Becker, Legal Counsel
Administrative Office of the Courts

Recommended by:

Danny Rhoades, Executive Officer
AOC Department of Court Facilities