

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment"), dated as of _____, 2025, (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 ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **NEW LIFE DAY CENTER, INC.** a Kentucky corporation, ("Organization") with offices located at 224 North Martin Luther King Boulevard, Lexington, Kentucky 40507.

RECITALS

WHEREAS, the Parties entered into a Purchase of Service Agreement dated December 6, 2024, (the "Agreement") pursuant to R-638-2024, for ORGANIZATION to perform litter pickup with panhandler participation as described therein; and

WHEREAS, the total amount to be paid by the GOVERNMENT under the Agreement was not to exceed \$150,000.00, but the amount of actual services provided by ORGANIZATION under the Agreement will exceed that amount; and

WHEREAS, the Parties desire to amend the Agreement to increase the sum by \$60,000 in order for the GOVERNMENT to properly compensate ORGANIZATION for its services performed; and

WHEREAS, the Parties hereby agree to amend the total payment amount as described above in accordance with the terms and conditions of the Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the original Agreement as follows:

- 1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this Amendment.
- 2. Section 2. The Parties agree to modify Section 4 (PAYMENT) of the Agreement to increase the sum by \$60,000.00 as follows:

“LFUCG shall pay Organization a total amount not to exceed two hundred and ten thousand dollars (\$210,000.00) per year and one van (VIN #1FBNE31L86DA19029) for the performance of the Services. Payments shall be made monthly for expenditures Organization actually incurred, only after receipt of monthly invoices and associated reports. The funds are limited to the services provided herein and may not be spent by Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.”
- 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

ORGANIZATION

By: _____
