

## **SECOND AMENDMENT TO THE AGREEMENT**

THIS SECOND AMENDMENT TO THE AGREEMENT ("Second Amendment") is made and entered into this 5<sup>th</sup> day of December 2017 ("Effective Date"), 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 **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter referred to as "Sponsor"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, 710 W. High Street, Lexington, Kentucky 40508 (hereinafter referred to as "Organization").

### **RECITALS**

**WHEREAS**, the Government, through its Sponsor, and the Organization entered into an Agreement dated December 3, 2015 (hereinafter referred to as the "Agreement" and attached hereto as Exhibit A), whereby, the parties implemented the Emergency Family Housing Program (hereinafter referred to as the "Program");

**WHEREAS**, the parties entered into a First Amendment to the Agreement dated June 16, 2017 (hereinafter referred to as "First Amendment") and attached hereto as Exhibit B),

**WHEREAS**, in accordance with Sections 5 and 12 of the Agreement, the parties desire to amend the Agreement to provide additional funding for the implementation of the Program.

**WITNESSETH**

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

(1) The above recitals and attached Exhibits A and B, are incorporated by reference, as if fully stated herein.

(2) The Government shall pay the Organization an additional amount not to exceed **Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)**, to be used exclusively for the operation and administration of the Program. Payment shall be made to the Organization on a cost reimbursement basis upon submission of a financial report and invoice. The Government shall not reimburse the Organization for any costs not outlined in this Amendment, Exhibit A, and/or not necessary for the successful operation of the Program.

(3) Further, this Amendment shall extend the term of the Agreement through and including March 3, 2018. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing the Organization with at least thirty (30) days advance notice of termination.

(4) This Amendment and the Exhibits hereto shall constitute the entire understanding between the parties. 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, this Agreement is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_

Jim Gray, Mayor

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

BY: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Clerk, Urban County Council