

AMENDMENT TO AGREEMENTS

THIS AMENDMENT, made and entered into on this ____ day of _____, 2015, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "GOVERNMENT"), and **LEXINGTON-FAYETTE COUNTY HUMAN RIGHTS COMMISSION**, (hereinafter referred to as "SUBRECIPIENT"), an agency created pursuant to Article 7, Section 7.17 of the Lexington-Fayette Urban County Government Charter, with offices located at 342 Waller Ave., Suite 1A, Lexington, Kentucky 40504;

WHEREAS, Government and SUBRECIPIENT entered into a Community Development Block Grant Program Agreement dated April 24, 2014 ("Agreement"), in which the SUBRECIPIENT was allocated \$50,000 in federal Community Development Block Grant Program funds as provided by the 2014 Consolidated Plan for the employment or retention of a full-time investigator for fair housing complaints; and

WHEREAS, Government and SUBRECIPIENT entered into a Community Development Block Grant Program Agreement dated August 21, 2015 ("Agreement"), in which the SUBRECIPIENT was allocated \$50,000 in federal Community Development Block Grant Program funds as provided by the 2015 Consolidated Plan for the employment or retention of a full-time investigator for fair housing complaints; and

WHEREAS, SUBRECIPIENT has requested additional reimbursable expenses related to Fair Housing activities as allowed under the Community Development Block Grant Program; and

WHEREAS, the Agreement provides for all amendments to be in writing executed by Government and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Article III, entitled "USE OF FUNDS" of the two Agreements shall be amended in their entirety to read as follows:

"Funds in the amount of \$50,000 shall be used exclusively for fair housing related activities. Funds shall be used for the support of a full-time Fair Housing Investigator, for operation of fair housing investigations, mediations, and for related fair housing activities. Additionally, funds may be used for personnel costs, including salaries, fringe benefits, and for additional related fair housing expenses as follows:

- i. Fair Housing Training, and related labor, benefits and expenses
- ii. Printing expenses of brochures, training materials and presentations
- iii. Labor and expenses related to the writing of a semi-annual fair housing newsletter
- iv. Special Enforcement expenses related to fair housing such as subpoenas
- v. Court Expenses related to fair housing

No federal funds may be spent for food, entertainment, or administrative expenses. All purchases for promotional items must have the prior approval of the Division of Grants and Special Programs."

2. In all other respects, except as specifically modified herein, the terms of the Agreements dated April 24, 2014 and August 21, 2015 and as amended in this amendment, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

**LEXINGTON-FAYETTE URBAN COUNTY
HUMAN RIGHTS COMMISSION**

BY _____

Printed Name Title