

**SECOND AMENDMENT TO THE AGREEMENT**

THIS SECOND AMENDMENT TO THE AGREEMENT ("Amendment") is made and entered into this 21 day of ~~May~~ <sup>June</sup> 2018 ("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 "OHPI"), and **NEW LIFE DAY CENTER**, 224 Martin Luther King, Jr. Blvd., Lexington, Kentucky 40508 (hereinafter referred to as "New Life").

**RECITALS**

**WHEREAS**, the Government, through OHPI, and New Life entered into an Agreement dated April 27, 2017 (hereinafter referred to as the "Agreement"), whereby, the parties implemented the "Change for the Better" jobs van program (hereinafter referred to as the "Program");

**WHEREAS**, the Government, and New Life entered into an Amendment to that Agreement dated January 30, 2018;

**WHEREAS**, in accordance with Section 7 of the Agreement, the Government, on behalf of OHPI, and New Life desire to amend the Agreement by extending the term of the Agreement.

**WITNESSETH**

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

(1) The above recitals are incorporated herein by reference, as if fully stated herein. This Amendment shall include the following additional documents, which are attached hereto and incorporated herein by reference:

- (a) Exhibit "A" – Agreement dated April 27, 2017
- (b) Exhibit "B" – Amendment to Agreement dated January 30, 2018

(2) The term of this Second Amendment shall be through and including September 1, 2018, or until the expenditure of all funds available. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing New Life with at least thirty (30) days advance notice of termination

(3) In the event of a conflict between the terms of this Second Amendment and the terms of the Agreement or the Amendment to the Agreement, this Amendment shall control. All other terms of the Agreement and Amendment to 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

NEW LIFE DAY CENTER

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

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

Steve Polston  
Founder & Board Chair

ATTEST:  
  
Clerk, Urban County Council