

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO THE AGREEMENT (“Amendment”) is made and entered into this ____ day of November 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 “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, in accordance with Section 7 of the Agreement, the Government, on behalf of OHPI, and New Life desire to extend and amend the Agreement to provide additional funding, along with a more detailed Scope of Work.

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" – Scope of Work
- (b) Exhibit "B" – Agreement dated April 27, 2017

(2) The Government shall pay New Life an amount not to exceed **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, to be used exclusively for the operation and administration of the Program, with the amended Scope of Work described in Exhibit A. Payment shall be made to New Life on a cost reimbursement basis upon submission of a financial report and invoice. Invoices for reimbursement shall be submitted no more often than once a month and no less than once a quarter. The Government shall not reimburse New Life for any costs incurred prior to execution of this Amendment nor for any costs not outlined in this Amendment, Exhibit A, and not necessary for the successful operation of the program.

(3) The term of this Amendment shall be through and including July 1, 2018. 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.

(4) 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

NEW LIFE DAY CENTER

BY: _____

BY: _____

Jim Gray, Mayor

Title: _____

ATTEST:

Clerk, Urban County Council

EXHIBIT A

CHANGE FOR THE BETTER JOBS VAN PROGRAM AMENDED SCOPE OF WORK

The mission of the Change for the Better Jobs Van Program is to provide work-based earning opportunities for people who would otherwise be asking for money on the streets of Lexington. It is not a substitute for regular employment. The Lexington-Fayette Urban County Government (LFUCG) and New Life Day Center (New Life) have partnered to provide this service with New Life providing all services and LFUCG reimbursing New Life for all eligible expenses.

Under this Amendment to the Agreement:

LFUCG Shall:

- Reimburse New Life upon invoice for all eligible expenses. Eligible expenses include vehicle fuel, salary, taxes and fringe benefits for one driver/coordinator for time spent working in the program; salary, taxes and fringe benefits for program participants at an hourly rate not to exceed \$9/hour; food for driver/operator and participants; necessary tools and equipment such as safety vests, gloves, etc.; administrative costs such as personnel for supervision and contract management, information technology, etc., not to exceed 10% of total reimbursements; miscellaneous expenses approved in advance by LFUCG.
- Provide New Life with a primary contact from the Division of Environmental Services for identifying work sites and providing clearly identified litter and debris removal tasks for participants by the close of business each day before a day of scheduled van operation.
- Provide necessary logistical support for assigned work, such as assistance with pickup of collected trash/debris if needed;
- Assist New Life with marketing and promotion of the jobs van program as part of a larger public education program.

New Life shall:

- At least twice weekly a driver/operator will leave from New Life no later than 8:30 a.m. pick up people who would otherwise ask for money on Lexington streets or public rights of way.
- Not operate the van more than twice weekly without prior authorization from LFUCG;
- On days of operation, van and participants shall arrive no later than 9:30 a.m. at a site previously identified by LFUCG and perform requested work.
- On days of operation provide 6 hours of paid work time for participants, contacting the LFUCG primary contact if additional work is needed or if work for the day was not completed.
- Arrive at identified work sites no later than 9:30 a.m. and perform requested work for 6 hours of paid work time for participants, contacting the LFUCG primary contact if additional work is needed or if work for the day was not completed;

- Collect and retain all necessary information from program participants including names, Social Security numbers, demographics, housing status, and income (documentation/evidence not required);
- Each day, prior to operations commencing:
 - inform all participants that the program is voluntary,
 - provide all participants gloves, vest, and litter pickers and bags, and
 - train all participants in safety procedures, including the proper disposal of needles and related items;
- Track the number of bags and tonnage (via dump tickets) collected during each day's operation, including the description of road sections cleaned;
- Dispose of collected trash/debris at the end of the day's operations at the Bluegrass Regional Transfer Facility, located at 1505 Old Frankfort Road; and
- Provide invoices that detail expenses requesting reimbursement, days of operation, and copies of dump tickets.

Data Points/Outcomes:

Monthly Report Form

| Outcome | Monthly Target | Result | Results for Month | Cumulative Results |
|---|-----------------------|---|--------------------------|---------------------------|
| Target days of Operation | 8 | Actual Days of Operation | | |
| Target Number of Participants | 64 | Actual Number of Participants | | |
| Target Number of Unduplicated Participants | 35 | Actual Number of Unduplicated Participants | | |
| Target Number of Participants in Need of Housing Placed in Permanent Housing | 4 | Actual Number of Participants in Need of Housing Placed in Permanent Housing | | |
| Target Number of Participants Obtaining Regular Employment Outside of Program | 12 | Actual Number of Participants Obtaining Regular Employment Outside of Program | | |
| Target Number of Bags of Litter Collected | 320 | Actual Number of Bags of Litter Collected | | |
| Target Number of Tons of Litter Collected | 3.2 | Actual Number of Tons of Litter Collected | | |