

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO THE AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this ____ day of November 2018, 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 **DOWNTOWN LEXINGTON PARTNERSHIP**, 316 West High Street, Lexington, Kentucky 40507 (hereinafter referred to as "DLP").

RECITALS

WHEREAS, the Government, through OHPI, and DLP entered into an Agreement dated April 26, 2018 (hereinafter referred to as the "Agreement" attached hereto as Exhibit A) for services provided through the implemented Night Ambassador Jobs program;

WHEREAS, in accordance with Section 9 of the Agreement, the Government, on behalf of OHPI, and DLP desire to amend the Agreement to extend the terms of the Agreement and modify the funding amount.

WITNESSETH

NOW THEREFORE, for and in consideration of the foregoing and mutual agreed upon promises, conditions, and covenants herein expressed, the Government and DLP agree as follows:

1. Government hereby retains DLP for an additional five (5) month period beginning on November 1, 2018, up to and including March 31, 2019. This

Agreement shall include the following additional document, which is attached hereto as Exhibit B, Night Ambassador Program Scope of Work and incorporated herein by reference as if fully stated.

2. The Government will decrease the Agreement total sum of **One hundred and One Thousand Dollars (\$101,000.00)**, to an amount not to exceed **Thirty-three Thousand Two Hundred and Eighty Nine Dollars and Eight Cents (\$33,289.08)**, to be used exclusively for the operation and administration of the Night Ambassador Pilot Program described in Exhibit B.
3. 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

Downtown Lexington Partnership

BY: _____
Jim Gray, Mayor

BY: _____
Terry Sweeney,
President and CEO

ATTEST:

Clerk, Urban County Council