

### **THIRD AMENDMENT TO THE AGREEMENT**

THIS THIRD AMENDMENT TO THE AGREEMENT ("Third Amendment") is made and entered into this 3 day of May 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 "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 and a Second Amendment to the Agreement dated December 5, 2017 (both attached hereto as Exhibit B),

**WHEREAS**, in accordance with Sections 5 and 12 of the Agreement, the parties desire to amend the Agreement to extend the terms 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.

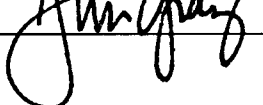
(2) This Third Amendment shall extend the term of the Agreement through and including May 1, 2018. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing the Organization with at least thirty (30) days advance notice of termination.

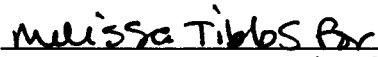
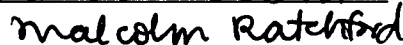
(3) This Third Amendment and the Exhibits hereto shall constitute the entire understanding between the parties. In the event of a conflict between the terms of this Third Amendment and the terms of the Agreement, this Third Amendment shall control. All other terms of the Agreement and previous Amendments shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, this Third Amendment is executed as of the day first written above.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

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

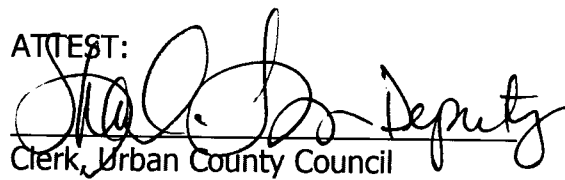
BY:  \_\_\_\_\_

BY:   


Jim Gray, Mayor

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

ATTEST:

 Deputy  
Clerk, Urban County Council



**Office of the Executive Director**

PO Box 11610    Lexington, Kentucky 40576  
859-244-2212    Fax: 859-244-2219  
malcolm.ratchford@commaction.org

**MEMORANDUM**

**DATE:** April 3, 2018.

**TO:** Michele Lee, Chairperson (via email)

**FROM:** Malcolm Ratchford, Executive Director

**COPY:** Strategic Leadership Group (via email)  
Melissa Tibbs  
Steve Amato (via email)  
Fiscal  
Front Desk – 710 (via email)

**RE:** Planned Absence for April 6 and 9, 2018.

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I will be out of the office on April 6 and 9, 2018 on vacation.

Melissa Tibbs, Director of Planning, Communications and Advancement, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council during this absence.

*Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.*

A handwritten signature in black ink, appearing to read "MLR", is written over a horizontal line.

Malcolm Ratchford  
Executive Director