

AMENDMENT TO AGREEMENT

THIS AMENDMENT, made and entered into on this 19 day of March, 2014, 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 **REALTOR COMMUNITY HOUSING FOUNDATION**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 2250 Regency Road, Lexington, KY 40503 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 28, 2013 ("Agreement"), in which the SUBRECIPIENT was allocated \$28,200 in federal Community Development Block Grant (CFDA # 14.218) funds as provided by the 2013 Consolidated Plan for the support of a program that provides exterior repairs and roofs for to homes owned and occupied by low-income elderly persons; provides for ramps and other accessibility renovations to housing units occupied by low-income persons with disabilities; and provides for emergency repairs for housing units owned and occupied by very low-income elderly persons.

WHEREAS, SUBRECIPIENT has requested additional funds in the amount of \$31,000 to make accessibility improvements to housing units occupied by low-income occupants with disabilities (wheelchair-bound or other mobility impairments).

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 Agreement shall be amended in its entirety to read as follows:

"Community Development Block Grant funds in the amount of \$59,200 shall be used for the operation of the herein described programs. Total funds of \$59,200 may be used for labor costs, building materials, building supplies, mechanical lifts, rental of construction equipment, and for printing and advertisement costs. The maximum amount that may be expended upon a single unit is \$4,999, except as specifically provided in SECTION I, SCOPE OF SERVICES. It is expressly agreed and understood that the herein described Community Development Block Grant funds in the amount of \$59,200 shall not be used as match for any other federal funds received by the SUBRECIPIENT without the written consent of the GOVERNMENT.

2. Article IV, entitled "PAYMENT" of the Agreement shall be amended in its entirety to read as follows:

"It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$59,200. The SUBRECIPIENT shall invoice the GOVERNMENT for the reimbursement of actual expenditures incurred. SUBRECIPIENT'S invoice must be for the services and eligible expense specified in Paragraph III herein. SUBRECIPIENT'S invoice must include copies of invoices for

services and goods purchased in the operation of this program, and shall include documentation of the income eligibility of all households assisted under this Agreement and proof of compliance with the Environmental Regulations in Article VII Section F”.

3. In all other respects, except as specifically modified herein, the terms of the Agreement dated October 28, 2013, 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

**REALTOR COMMUNITY HOUSING
FOUNDATION.**

BY: Elaine Hangis
Signature of Authorized Official

Elaine Hangis
Printed Name of Authorized Official