

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment") is made and entered into this 16th day of ~~May~~ 2016 ("Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (hereinafter "Government"), whose principal address is 200 East Main Street, Lexington, KY 40507, on behalf of its **OFFICE OF HOMELESSNESS PREVENTION AND INTERVENTION** (hereinafter "Sponsor"), and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, whose principal address is 710 West High Street, Lexington, KY 40508 (hereinafter "Organization").

RECITALS

WHEREAS, the Government and Sponsor desires to implement a program to assist families experiencing homelessness;

WHEREAS, the Organization was selected by the Government, through the RFP process, to create and operate the Emergency Family Housing Program, that will assist families experiencing homelessness.

WHEREAS, the Government and the Organization have entered into an Agreement dated December 3, 2015 for the provision of the services as more particularly described in "RFP 44-2015 Emergency Family Housing";

WHEREAS, the Agreement dated December 3, 2015, shall hereinafter be referred to collectively as the "Agreement", a copy of which is attached hereto and incorporated herein by reference as Exhibit A;

WHEREAS, the parties wish to modify the Agreement and in accordance with paragraph 12 of the Agreement, all modifications or enlargements of the Agreement must be in writing.

AGREEMENT

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

1. **Recitals.** That the above recitals are incorporated herein by reference as if fully stated.

2. Government shall pay Organization an additional the sum of **FOUR THOUSAND DOLLARS (\$4,000.00)** in the first year of the Agreement. Government shall pay Organization an additional sum of **EIGHT THOUSAND DOLLARS (\$8,000.00)** in the second year of the Agreement. Government shall pay an additional total sum of **TWELVE THOUSAND DOLLARS (\$12,000.00)** during the entire term of the Agreement with the Organization.

3. For additional payment received the Organization shall pay rent to the Lexington Housing Authority for the benefit of a single-family occupant at 325 Wilgus Avenue.

4. **Entire Agreement, Conflict.** This Amendment and the Exhibit hereto shall constitute the entire understanding between the Government and the Organization. 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, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date.

**Lexington-Fayette Urban County
Government**

By: _____

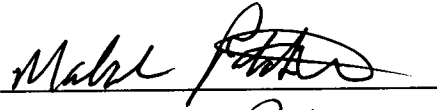


Name: Jim Gray

Title: Mayor

**Community Action Council
for Lexington-Fayette, Bourbon,
Harrison, and Nicholas Counties**

By: _____



Name: Malinda Ratchford

Title: Executive Director

EXHIBIT A

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the third day of December, 2015, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Office of Homelessness Prevention and Intervention (hereinafter "Sponsor"), and, **Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.**, with offices located at 710 W. High Street, Lexington, Kentucky 40508 (hereinafter "Organization").

R E C I T A L S

WHEREAS, the Government and Sponsor desires to implement a program aimed at assisting families experiencing homelessness;

WHEREAS, the Government and Sponsor solicited Requests for Proposals from public organizations and private non-profit organizations to implement and provide this service through RFP 44-2015 Emergency Family Housing Program;

WHEREAS, the Organization submitted a proposal which was deemed by the Government and the Sponsor to be the best and most responsive proposal to implement the Emergency Family Housing Program.

W I T N E S S E T H

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

1. Government hereby retains Organization for the period beginning on December 3, 2015, and continuing for a period of twelve (12) months. This Agreement shall automatically renew once for one (1) year unless either party provides the other with at least sixty (60) days advance written notice. Notwithstanding the above, the Government may terminate this Agreement at any time and for any reason by providing the Organization with at least (30) days advance written notice of termination.

2. This Agreement shall include the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

(a) Exhibit "A" - RFP #44-2015, consisting of 46 pages;

(b) Exhibit "B" - Organization's Formal Proposal to RFP #44-2015, along with the Organization's clarification memorandum dated November 6, 2015, total consisting of 72 pages.

In the event of a conflict between and among the provisions of these documents the provisions of this Agreement shall

prevail, followed by the provisions of RFP #44-2015 (Exhibit "A"), and Organization's Formal Proposal (Exhibit "B").

3. Government shall pay Organization the sum of **One Hundred Thousand dollars (\$100,000.00)** in the first year of the Agreement for the services required by this Agreement, said services being more particularly described in pages 2 through 32 of Exhibit B attached hereto and incorporated herein by reference, one-fourth (1/4th) of which shall be payable in December 2015 or shortly thereafter upon receipt of an invoice, with one-fourth (1/4th) payable each quarter thereafter upon submission of a quarterly financial report and invoice, and a detailed quarterly program report. Government shall pay Organization on the same quarterly schedule the sum of **One Hundred Thousand dollars (\$100,000)** in the second year of the agreement for a two-year total not to exceed **Two Hundred Thousand dollars (\$200,000)**. Quarterly financial reports, invoices, and detailed program reports shall be submitted by the second Friday in the months of December, March, June, and September of each year of the Agreement. Both reports shall reflect the services and programs directly related to the funding provided by Lexington-Fayette Urban County Government with emphasis on measurable outcomes, and specifically outlined in the funding application. Forms for both the quarterly financial and program reports will be provided. Funding for the second term of this Agreement will

be based on the Lexington-Fayette Urban County Council budget appropriation and approval.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Organization shall be entitled to that portion of total compensation due under this Agreement as the service rendered bears to the service required herein.

5. Organization shall perform all duties and services included in Exhibit "B" attached hereto faithfully and satisfactorily at the time, place and for the duration prescribed herein. Compensation paid pursuant to this Agreement shall be used exclusively for the services set forth in said Exhibits and for no other purpose. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

6. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

7. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization, that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may have the books and papers of the Organization, that relate to the performance of this Agreement, audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Organization shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations

where Organization conducts business. The policy shall be submitted to Sponsor for review within thirty (30) days of the execution of this Agreement.

11. Organization expressly agrees to abide the General Conditions and Risk Management Provisions included in Exhibit "A" which is attached hereto and incorporated herein by reference.

12. This Agreement and the documents, incorporated herein, contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

15. Notice - Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Community Action Council
710 West High Street
Lexington, KY 40508

Attn: Malcolm Ratchford,
Executive Director

For Government: Lexington-Fayette Urban County Government
200 East Main Street

Lexington, Kentucky 40507

Attn: Charlie Lanter, Director
Office of Homelessness
Prevention & Intervention

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

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

BY:


Jim Gray Mayor

BY:


Title: EXECUTIVE DIRECTOR

ATTEST:

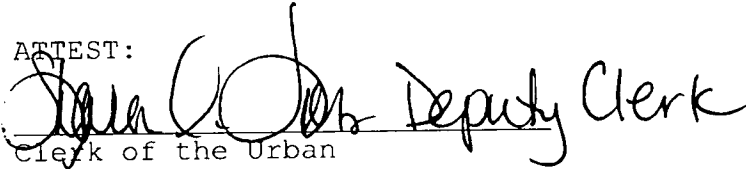

Clerk of the Urban
County Council

Exhibit A

RFP #44-2015

EXHIBIT B

(Organization's Formal Response and Clarification Memorandum)

Memorandum

To: Lexington-Fayette Urban County Government

From: Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties

Date: November 6, 2015

Subject: Emergency Family Housing Program Proposal Clarification

This memorandum clarifies Community Action Council's response to Lexington-Fayette Urban County Government's RFP #44-2015 Emergency Family Housing Program Request for Proposal. As submitted on October 8, 2015, the Council's proposal states that participants will be required to exit the program after 90 days of enrollment. The Council wishes to clarify the proposal to state that, in operating the emergency shelter program, this 90-day time limit will never be imposed in such a way as to create hardship for participants by abruptly terminating needed services. As part of the intensive case management process, program staff will conduct ongoing assessments of each family's needs, resources and circumstances in order to determine their readiness for transitioning out of the program. Extensions to the 90-day limit, at intervals of 30 days, will be made as needed to accommodate families who require additional time as they work toward obtaining transitional or permanent housing.

In addition, the submitted proposal describes the Council's intention to master-lease several two-bedroom units for use in the program. In this memorandum, the Council wishes to clarify its intention to continue cultivating relationships with local landlords who can offer additional units for leasing as the program expands. In particular, during Year 1 the Council will seek to master-lease at least one unit with three or more bedrooms, as may be needed to accommodate larger families.

Melissa Kane

Melissa Kane, M.Ed.

Director of Planning, Communications and Advancement

Community Action Council

PERSONNEL POLICIES AND PROCEDURES

arise, rather than to ignore them and hope they will go away. CAC will make every effort to address or resolve concerns raised by employees.

Discussions with employees will be kept confidential to the extent possible. That is, only other employees with a business need to know will be told about any discussions.

Anti-Harassment Policy

Harassment of employees is strictly prohibited by CAC, whether based on race, color, religion/creed, sex, national origin, age, disability, veteran status, citizenship, marital status, genetic information, political affiliation, political beliefs, gender identity, sexual orientation or gender identity. Harassment includes, without limitation, conduct of a verbal nature (epithets, derogatory statements, slurs, innuendos), of a physical nature (assault, physical interference with normal work environment) and/or of a visual nature (posters, cartoons, drawings). CAC policy prohibits such conduct on the part of any manager, supervisor or employee, as well as visitors and/or program participants.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact and other verbal, physical, or-visual conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as the basis for employment decisions, or when unwelcome sexual conduct creates an intimidating, offensive or hostile work environment. Sexual harassment on the part of any manager, supervisor or employee, as well as any visitors, program participants and/or suppliers is strictly prohibited.

Any employee of CAC who is found to have engaged in harassment of another employee, program participant or supplier will be subject to appropriate disciplinary action up to and including termination of employment.

Reporting Discrimination or Harassment

If you believe you have been subjected to or if you have witnessed any sort of discrimination or harassment at CAC, you must immediately report the incident, in writing by use of an Internal Complaint of Harassment/Discrimination form attached hereto as Appendix A, to your designated Equal Opportunity Committee representative, your supervisor or a senior manager. If you do not feel comfortable reporting any such incident to any of the stated individuals, you must report it, in writing by use of a Internal Complaint of Harassment/Discrimination form, attached hereto as Appendix A, to any other Equal Opportunity Committee representative or any member of management of CAC. All reports of discrimination or harassment will be investigated promptly and thoroughly. Confidentiality will be protected to the extent reasonably possible. An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint of harassment and/or discrimination. Verbal

reports of harassment and/or discrimination must be reduced to writing by the complainant. The

Internal Complaint of Harassment/Discrimination form is to be completed so that CAC can be properly notified of a potential charge of harassment/discrimination. Completion of the Internal Complaint of Harassment/Discrimination form will enable CAC to properly investigate the complaint and address the charges. Employees who believe they have been or currently are being harassed should maintain a record of objectionable conduct in order to prepare effectively to make their written report and to substantiate their allegations. THERE WILL BE NO RETALIATION AGAINST ANYONE FOR REPORTING AN HONEST CONCERN IN GOOD FAITH OR FOR ASSISTING IN THE INVESTIGATION OF A COMPLAINT OF DISCRIMINATION OR HARASSMENT AT CAC.

Violence in the Workplace Policy

It is the mission of CAC management to provide a workplace for employees which is free from violent conduct and behavior. Examples of behavior which is not acceptable include, but are not limited to the following:

- Physical acts such as hitting, pushing, shoving, kicking, throwing objects, stalking;
- Verbal and/or written threats of violence;
- Nonverbal gestures such as slashing of the throat, mock choking;
- Sexual harassment and harmful or offensive touching or assault;
- Workplace arson, sabotage, vandalism, or theft.

Incidents involving a threat or act of violence, aggression, or intimidation which appears to involve an imminent risk to the physical safety of an individual should be immediately reported to CAC management.

Weapons Policy

In the interest of safety of all of its employees CAC prohibits the use or possession of firearms, weapons, explosives incendiary devices, and or similar material on CAC property. Employees who have licenses to carry or use these items must also comply with this policy at all times.

Personal Relationships in the Workplace Policy

While CAC does not wish to intrude into the private lives of employees, we recognize the increased potential for conflicts of interest, appearance of favoritism and risk of claims of sexual harassment when employees develop close personal relationships with each other. In order to protect CAC and its employees, this policy provides directions on how to manage situations when employees develop close personal relationships with each other. For purposes of this policy, a *personal relationship* is a relationship of a romantic, intimate or sexual nature or of a character that it could result in an allegation of conflict of interest or inappropriate behavior. An