

AMENDMENT TO AGREEMENT

THIS AMENDMENT, made and entered into on this ____ day of _____, 2013, 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 **AIDS VOLUNTEERS, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose address is P.O. Box 431, Lexington, Kentucky 40585-0431 (hereinafter referred to as "SPONSOR".)

WHEREAS, Government and SPONSOR entered into an Agreement for operation of Tenant Based Rental Assistance Agreement dated January 11, 2012 ("Agreement"), in which the SPONSOR was allocated federal funds from the Housing Opportunities for Persons with Aids Program for operation of housing programs for low-income persons with HIV/AIDS;

WHEREAS, U.S. Department of Housing and Urban Development has approved an amendment to the program providing for operation of a Tenant Based Rental Assistance Program;

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 I, "SCOPE OF SERVICES", paragraph A, entitled "ACTIVITIES" shall be amended in its entirety to read as follows:

"The SPONSOR shall be responsible for administering a Housing Opportunities for Persons with AIDS program in a manner satisfactory to the Government, in accordance with the federal regulations at 24 CFR Part 574, consistent with the approved grant application and subsequently approved grant agreement and amendments, and with all applicable federal, state, and local laws and regulations, attached herein by reference. The SPONSOR shall adopt and follow written procedures governing the operation of all activities described herein. The program to be administered shall include the following activities:

SPONSOR shall maintain the operation of 13 units of housing at Solomon House located at 851 Todds Road, Lexington, Kentucky and Rainbow House located at 1807 Dalton Court, Lexington, Kentucky, including property management, maintenance, security, upkeep, utilities and related operating costs.

SPONSOR shall meet the case management, medical, nutritional, and personal care needs of 24 individuals per year in currently funded housing facilities for a period of 3 years.

SPONSOR shall provide education about this program and available services to 285 clients annually for a period of three years.

SPONSOR shall provide permanent housing placement services to 15 clients annually for a period of three years.

SPONSOR shall be responsible for operation of a Tenant Based Rental Assistance Program for 12 households.

SPONSOR shall be responsible for administration of its program at a cost not to exceed seven (7) percent of the total amount of federal funds received under the terms of this Agreement.

SPONSOR shall also participate in program evaluation activities as may be required by the GOVERNMENT and the U.S. Department of Housing and Urban Development.”

2. Article III, entitled “BUDGET” shall be amended in its entirety to read as follows:

Operating costs of Rainbow Apartments and Solomon House	\$774,047
Supportive Services	\$290,300
Housing Information Services.....	\$ 78,750
Permanent Housing Placement Services.....	\$ 39,903
Rental Assistance.....	\$117,000
Administration	\$ 91,000

3. In all other respects, except as specifically modified herein, the terms of the Agreement dated January 11, 2012, 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

AIDS VOLUNTEERS, INC

BY: _____

Signature of Authorized Official

Printed Name