

FIRST AMENDMENT TO THE AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT ("Amendment") is made and entered into this ____ 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**

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

By: _____

By: _____

Name: Jim Gray

Name: _____

Title: Mayor

Title: _____