

ADDENDUM 3

This Addendum to an Agreement, 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 **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is P.O. Box 11610, Lexington, Kentucky 40576 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT')), dated _____, is made and entered into contemporaneously with that Agreement.

WHEREAS, Section II.B. of that Agreement, titled "Records and Reports – Records to be Maintained" provides that the SUBRECIPIENT shall maintain all records identified in this Addendum to the Agreement;

WHEREAS, ARPA and Sec. 501 each contain numerous defined terms and reporting obligations, all of which are incorporated herein by reference wherever applicable.

WHEREFORE, in mutual consideration of the promises stated in that Agreement, the parties agree that the SUBRECIPIENT shall maintain all records identified in this Addendum, in accordance with all terms and conditions stated in the Agreement:

1. Any and all timesheets and payroll records for all employees who are paid with funds provided pursuant to this Agreement;
2. All documents indicating the cost to the SUBRECIPIENT for payment of employees' fringe benefits, if those benefits were paid with funds provided pursuant to this Agreement;
3. Any and all documents generated during the procurement process;
4. Any and all receipts for all purchases made using funds provided pursuant to this Agreement;
5. All documentation showing:
 - a. Number of Eligible Households that received rental assistance
 - b. Number of households that applied for assistance
 - c. Rate of acceptance
 - d. Type(s) of assistance provided to each Eligible Household
 - e. Income certifications and re-certifications of all Eligible Households
 - f. Proof that Eligible Households who received ERAP funds directly paid the funds to their respective Landlord
 - g. Verification of Landlords' identities
 - h. Amount of funding provided to each Eligible Household
 - i. Number of monthly rental payments for all Eligible Households

- j. Number of monthly utility payments for all Eligible Households
- k. Head of household for each Eligible Household
- l. Gender of Head of Household
- m. Race of Head of Household
- n. Ethnicity of Head of Household
- o. Census tract of Head of Household
- p. Address for Head of Household
- q. Zip code of Head of Household

6. Any and all documents specifically requested by the GOVERNMENT.

The parties agree that this Addendum is incorporated into the Agreement as if fully stated therein, and all other terms and conditions of the Agreement and First and Second Addendums shall continue to apply.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

COMMUNITY ACTION COUNCIL

BY _____
Sharon Price, Executive Director