

## ADDENDUM 1

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 **LEXARTS (KY), INC.**, whose post office address is 161 N. Mill Street, Lexington, Ky. 40507 (hereinafter referred to as "SUBRECIPIENT"), dated \_\_\_\_\_, is made and entered into contemporaneously with that Agreement, and which the parties agree is attached to and incorporated into that Agreement as if fully stated therein;

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, for any expenses that the SUBRECIPIENT paid using funds provided under the Agreement:

1. Any and all timesheets and payroll records for all employees;
2. All documents indicating the cost to the SUBPRECIPIENT for any payments made in order to retain employees;
3. All documents indicating the cost to the SUBPRECIPIENT for payment of employees' fringe benefits;
4. All leases that pertain to the Time of Performance identified in Section 1.F of the Agreement and all documents showing payment of rent;
5. All bills received for utilities and all receipts documents showing payment of utility costs;
6. All documents showing operating costs incurred and operating costs paid;
7. Any and all documents generated during the procurement process, if applicable;
8. Any and all receipts for all purchases made;
9. Any and all documents specifically requested by the GOVERNMENT.

The parties agree that all other terms and conditions of the Agreement shall continue to apply.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

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Linda Gorton, Mayor

ATTEST:

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Clerk of Urban County Council

LEXARTS, INC.

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Matthew Siegal, Executive Director