

FIRST AMENDMENT TO COMMUNITY PROJECT AGREEMENT

THIS FIRST AMENDMENT TO COMMUNITY PROJECT AGREEMENT (“Amendment”), is made and entered into on the 12th day of October 2023, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (“LFUCG”), 200 East Main Street, Lexington, Kentucky 40507, and COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC., a Kentucky nonprofit corporation, (“Organization”) with offices located at 710 West High Street, Lexington, Kentucky 40508.

WITNESSETH

WHEREAS, the Organization and LFUCG previously entered a Community Project Agreement (“Agreement”) on October 6, 2023, whereby LFUCG agreed to provide FOUR HUNDRED FORTY THOUSAND TWENTY TWO DOLLARS (\$440,022) (“Funds”) to Organization for the completion of projects enumerated within numbered paragraph 4 of the Agreement (“Projects”) on specific properties owned by the Organization (“Property” or “Properties”);

WHEREAS, the Agreement unintentionally omitted one of the Organization’s properties, and also contained a transcription error in numbered paragraph 4 regarding the approved Project list;

WHEREAS, the parties now desire a correction to the Agreement to address these two errors, which requires execution of a written amendment;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The Agreement shall be amended so as to authorize the use of Funds for improvements on property located at 3712 Arbor Court, which is also property the Organization owns. Any references to property, including the defined term “Property” or “Properties” as used in the Agreement, shall be interpreted as including the Organization’s property located at 3712 Arbor Court.
2. The table included in numbered paragraph 4 of the Agreement shall henceforth read as follows:

PROJECT # AND DESCRIPTION	SUM	OPERATIONAL/CAPITAL
1) Roofing System Replacement (710 W High Street, 520 Toner Street, 3500 Arbor Drive)	1) \$293,167	1) Capital

2) SQL Server Upgrades and Power Vault Drives	2) \$65,574	2) Operational
3) Telecommunications Wiring (520 Toner Street, 913 Georgetown Street, 710 W. High Street, 3712 Arbor Court)	3) \$81,281	3) Operational

3. All other provisions of the Agreement, including all provisions contained in numbered paragraph 2 that were not otherwise modified by this First Amendment, shall remain in full force and effect.

THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
Linda Gorton, Mayor

ATTEST:

Deputy Mackenzie Stark

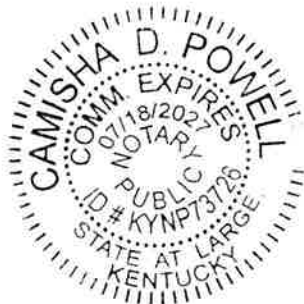
Clerk of the Urban County Council

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

BY: *Sharon Price*
Sharon Price, Executive Director

COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the 12th day of October, 2023, by Sharon Price, Executive Director of Community Action Council for Lexington-Fayette, Bourbon, Harrison and Nicholas Counties, Inc., a Kentucky nonprofit organization.



My commission expires: 7/18/27
Camisha Powell

Notary Public, State-at-Large, Kentucky