

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of, 2016, 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 **FRIENDS OF WOLF RUN**, whose post office address is 639 Cardinal Lane, Lexington, Kentucky 40503 (hereinafter referred to as "FOWR").

WHEREAS, Government and FOWR entered into an Agreement dated November 29, 2012 ("Agreement"), in which the FOWR was allocated \$16,000 in federal funds awarded by the Commonwealth of Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Kentucky Division of Water under Section 319(h) of the Clean Water Act from the U.S. Environmental Protection Agency;

WHEREAS, Government has agreed to extend the performance period for completion of agreed upon scope of work;

WHEREAS, the FOWR has requested a reduction in the amount of award;

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 II, "TIME OF PERFORMANCE," shall be amended in its entirety to read as follows:
"The term of this Agreement shall be January 1, 2013 through December 31, 2016."
2. Article III, "USE OF FEDERAL FUNDS," shall be amended in its entirety to read as follows:
"The Government will provide funds in the amount of \$13,200 for the approved activities as described in the approved project budget."
3. Article IV, "PAYMENT," shall be amended in its entirety to read as follows:

"It is expressly agreed and understood that the total amount to be paid by the Government under this Agreement shall not exceed \$13,200. The FOWR shall invoice the Government for the reimbursement of actual expenditures incurred in accordance with the approved budget. FOWR'S invoice must be for the services specified in the approved budget. FOWR'S invoice must include copies of invoices for supplies, documentation of travel expenses, and documentation of personnel costs."

3. In all other respects, except as specifically modified herein, the terms of the Agreement dated November 29, 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

FRIENDS OF WOLF RUN

BY _____

Printed Name Title