

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____, 2018, 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 **SUNFLOWER KIDS, INC.**, whose post office address is 1060 Cross Keys Road, Lexington, Kentucky 40503 (hereinafter referred to as "Subrecipient").

WHEREAS, Government and Subrecipient entered into an Agreement dated October 24, 2014 ("Agreement"), in which the Subrecipient was allocated \$473,790 in federal funds awarded to the Government by the U.S. Department of Justice, Office on Violence Against Women to increase supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, and stalking;

WHEREAS, Government and Subrecipient amended the original Agreement dated October 24, 2014 ("Agreement"), on October 13, 2016 to extend the period of performance through September 30, 2017; and on November 9, 2017 to extend the period of performance through September 30, 2018;

WHEREAS, Government has agreed to increase the amount allocated to the Subrecipient by \$10,978.33 for a total of \$484,768.33;

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 III, "USE OF FEDERAL FUNDS," first paragraph shall be amended in its entirety to read as follows:

"Federal funds from the Office of Violence Against Women/U.S. Department of Justice in the amount of \$473,790 is available to support the herein described activities in accordance with the approved budget, which is attached as Exhibit A. Federal funds from the Office of Violence Against Women/U.S. Department of Justice in the amount of \$10,978.33 is available to support the following activities: personnel, fringe, supplies, visitation monitors, security monitors, translators, workman's compensation, accounting services, utilities, rent, grounds maintenance, property insurance, property security, telephone and cell phone expenses."

2. Article IV, "PAYMENT," first sentence 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 \$484,768.33.

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated October 24, 2014, 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

SUNFLOWER KIDS, INC.

BY _____

Printed Name

Title