

AMENDMENT to INTERAGENCY AGREEMENT

This Agreement is made and entered into this 1st day of August, 2025, by and between **Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.** (hereinafter "CAC"), 710 West High Street, P.O. Box 11610, Lexington, KY 40576, and **Powell County Board of Education** (hereinafter "Provider"), 691 Breckenridge Street, Stanton, KY 40380.

Whereas, CAC and Provider entered into a certain Interagency Agreement dated the 1st day of August, 2025;

Whereas, circumstances have arisen since the date of execution of the Interagency Agreement so that the parties now wish to amend certain sections of the Interagency Agreement;

Now, therefore, in consideration of the premises, the mutual covenants contained within the Interagency Agreement dated August 1, 2025, and other good and valuable consideration, the parties do now hereby agree to modify the August 1, 2025, Interagency Agreement as follows:

Section I. Term, Renewal, and Termination of the Interagency Agreement shall include the following update and addition:

5. Termination for Cause: If Provider fails to fulfil its obligations under the Contract in a timely or proper manner, or if Provider violates any material term of this Contract, CAC shall have the right to terminate this Contract, in whole or in part, for cause. CAC shall notify Provider in writing of the nature of the breach or failure, and if such breach or failure is not cured within ten (10) business days of such notice, the Contract shall be deemed terminated.
6. Termination for Convenience: CAC reserves the right to terminate this Contract at any time, in whole or in part, when it is in the best interest of the Agency. Written notice of termination shall be provided to Provider at least thirty (30) days prior to the effective date of termination.

Section II. Provider's Obligations of the Interagency Agreement shall include the following addition:

47. Provider agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4). CAC certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

For: Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.



Jessica Coffie, Director of Child Development

8/14/25

Date



Steven Gravitt, Chief Financial Officer

8.15.25

Date



Sharon Price, Executive Director

8/18/25

Date

For: Powell County Board of Education

Authorized Representative

Date



Office of the Executive Director

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859-244-2212 Fax: 859-244-2219
Sharon.price@commaction.org

MEMORANDUM

DATE: August 15, 2025

TO: Kimberly Baird, Chairperson (via email)

FROM: Sharon Price, Executive Director

COPY: Strategic Leadership Group (via email)

John Catron (via email)

Steve Amato (via email)


Fiscal (via email)

Front Desk – 710 (via email)

RE: August 18-19, 2025

John Catron, Director of Property Development and Transportation, is authorized to exercise the functions and authority of the Executive Director as established by the Board of Directors and in the best interests of Community Action Council on August 18-19, 2025.

Copies of this memorandum should be attached to any funding source reports, contracts or other documents that have a legal character to confirm that she has been authorized to act on my behalf.



Sharon Price, M.S., CCAP
Executive Director
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