AMENDMENT TO AGREEMENT

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 26 day of March, 2009, by and between SHELBY COUNTY GOVERNMENT (hereinafter "County") and UNITED WAY OF THE MID-SOUTH (hereinafter "Consultant").

WHEREAS, the parties previously entered into an Agreement (hereinafter "Agreement") for the period of April 1, 2007 through February 29, 2008 for provision of services related to the Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program, Part A (CARE Act) ; and

WHEREAS, the agreement provided for two additional annual renewal periods; and

WHEREAS, a resolution was passed by the Shelby County Board of Commissioners on June 23, 2008 to exercise the first renewal for the period of March 1, 2008 through March 31, 2009; and

WHEREAS, a resolution was passed by the Shelby County Board of Commissioners on February 9, 2009 to exercise the second renewal for the period of March 1, 2009 through February 29, 2010; and

WHEREAS, the parties now desire to enter into this Amendment to increase the encumbrance for services related to the Ryan White Comprehensive AIDS Resources Emergency Act HIV Relief Grant Program, Part A (CARE Act) for the period of April 1, 2009, through February 29, 2010; and

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The total cost of this Amendment shall not exceed ONE MILLION SIX HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FOURTEEN AND 00/100 DOLLARS ($1,659,714.00) payable in accordance with the terms of the Agreement for the grants for costs outlined on the attached Exhibit A

2. This Amendment shall be subject to and contingent upon the Board of County Commissioners' approval of the cost for this Amendment within Shelby County Government's Operating Budget.

3. Except as amended herein, the terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26 day of March 2009.

APPROVED:

Contract Administrator/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C WHARTON, JR., MAYOR

UNITED WAY OF THE MID-SOUTH

By: _____

Title: President

Date: 3/26/09

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Harry Shaw, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the United Way of the Mid-South, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and official seal at office this 26 day of March, 2009

Shirley A. Walczak
Notary Public

My Commission Expires: 2/29/2012

SHIRLEY A. WALCZAK
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. FEB. 29, 2012

EXHIBIT A – Grants and Encumbrance Amounts Covered Under This Amendment

FY09 Part A – Service Provider Contracts	$1,568,994.00
FY09 Part A – Administrative Costs	$73,448.00
FY09 Part A – QM Costs	$17,272.00
	$1,659,714.00