

**AMENDMENT NO. 3 TO SUBRECIPIENT AGREEMENT
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG-CV)**

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into on this 2nd day of June 2023, 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 **NEW BEGINNINGS BLUEGRASS, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 1353 West Main Street, Suite 100, Lexington, Kentucky 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 23, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$349,331 in federal Emergency Solutions Grant Program(CFDA # 14.2131) as provided by the 2019 Consolidated Plan to the SUBRECIPIENT for the purpose of operating a rapid rehousing program related to preventing, preparing for, and responding to the coronavirus;

WHEREAS, the Agreement required the funds to be used in accordance with an approved budget;

WHEREAS, the parties now desire to amend the Agreement to reflect changes to the budget;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

Section I. C. of the Agreement is amended to read as follows:

C. Budget and Use of Funds

As of the date of this transaction, \$249,331 remains. Grant funds in the amount of the remaining \$249,331 shall be used exclusively in accordance with the approved budget set forth below:

Case Management	\$ 6,655
<u>Rapid Rehousing</u>	<u>\$242,676</u>
Total	\$249,331

Case Management includes salaries, fringe, and travel costs.

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards, hereinafter referred to as "Continuum of Care" (Exhibit 1)

and must adhere to a set of ESG Program Policies and Procedures as approved in writing by the GOVERNMENT and must obtain approval in writing for changes to those Policies and Procedures.

THE SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 23, 2020, as amended through the First and Second Amendment, shall remain in full force and effect with respect to the provisions outlined therein.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Linda Gorton

Linda Gorton, Mayor

ATTEST:

MacKenzie Stock
Clerk of Urban County Council

Deputy

NEW BEGINNINGS BLUEGRASS, INC.

BY *Christy Shuffett*
Christy Shuffett, Executive Director