

**EMERGENCY SOLUTIONS GRANT PROGRAM (ESG-CV)  
SECOND AMENDMENT TO SUBRECIPIENT RAPID REHOUSING AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this 11<sup>th</sup> day of Feb 2022, 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 **GREENHOUSE17, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 55190, Lexington, Kentucky, 40555 (hereinafter referred to as "SUBRECIPIENT");

**WHEREAS**, Government and Grantee entered into an Agreement dated October 27, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$20,000 in federal Emergency Solutions Grant Program (CFDA # 14.231) as provided by the 2019 Consolidated Plan for the purpose of operating a rapid rehousing program related to preventing, preparing for, and responding to the coronavirus;

A. **WHEREAS**, SUBRECIPIENT has requested an amendment to **I. STATEMENT OF WORK C. Budget and Use of Funds, E. Payment, and G. Schedule – Time of Performance**;

**WHEREAS**, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the Agreement provides that the Agreement may be amended only in awriting executed by the GOVERNMENT and the 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:

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

C. Budget and Use of Funds

Funds in the amount of \$3,771 shall be used exclusively in accordance with the approved budget set forth below:

	<b>ESG</b>
<u>Rapid Rehousing</u>	<u>\$3,771</u>
<b>Total:</b>	<b>\$3,771</b>

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.

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

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under

this Agreement shall not exceed \$3,771.

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

G. Schedule – Time of Performance

“The term of this Agreement shall be October 1, 2020, through August 31, 2022.”

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 27, 2020, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE 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.

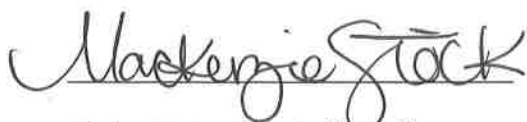
**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**



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Linda Gorton, Mayor

ATTEST:



Clerk of Urban County Council

**GREENHOUSE17**

BY:



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Darlene Thomas, Executive Director

**EMERGENCY SOLUTIONS GRANT PROGRAM (ESG-CV)  
SECOND AMENDMENT TO SUBRECIPIENT RAPID REHOUSING AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this 11<sup>th</sup> day of Feb., 2022, 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 **GREENHOUSE17, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 55190, Lexington, Kentucky, 40555 (hereinafter referred to as "SUBRECIPIENT");

**WHEREAS**, Government and Grantee entered into an Agreement dated October 27, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$373,493 in federal Emergency Solutions Grant Program (CFDA # 14.231) as provided by the 2019 Consolidated Plan for the purpose of expenses related to preventing, preparing for, and responding to the coronavirus incurred while operating an emergency shelter;

**WHEREAS**, SUBRECIPIENT has requested an amendment to Article I, "Obligations of the Government and Article II, "Obligations of the Subrecipient";

**WHEREAS**, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the 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:

- I. Article I of the Agreement, titled "Obligations of the Government," is hereby amended as follows:  
"The Government assumes the following obligations:
  1. To provide Three Hundred Eighty Nine Thousand Seven Dollars (\$389,722) in grant funds to Greenhouse17, located in Lexington-Fayette County, for expenses incurred to prevent, prepare for, and respond to the coronavirus in the course of operating an emergency shelter.
  2. To prepare and submit any necessary reports to the funding agencies.
  3. To share responsibilities with the Subrecipient for the approval of disbursements of the grant funds.
  4. To monitor Subrecipient in operation of herein described services to ensure compliance with regulations at 24 CFR Part 576."
  
- II. Article II of the Agreement, titled "Obligations of the Subrecipient," numerical paragraph 5, is hereby amended so that the Subrecipient is obligated to expend all grant monies by **August 31, 2022**. All other obligations of the Subrecipient as detained in Article II remain in full force and effect.

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 27, 2020, shall remain in full force and effect with respect to the provisions outlined therein.

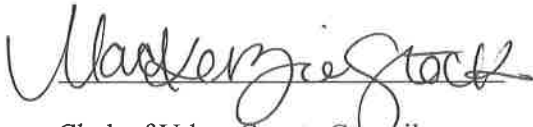
IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**



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Linda Gorton, Mayor

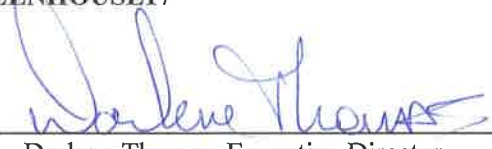
ATTEST:



\_\_\_\_\_  
Clerk of Urban County Council

**GREENHOUSE17**

BY: \_\_\_\_\_



\_\_\_\_\_  
Darlene Thomas, Executive Director