

## 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 **NEW BEGINNINGS, BLUEGRASS, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 225 Walton Avenue, Suite 120, Lexington, Kentucky 40502 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 26, 2015 ("Agreement"), in which the SUBRECIPIENT was allocated \$30,000 in federal Community Development Block Grant Program funds (CFDA # 14.218) as provided by the 2015 Consolidated Plan for the operation of the SUBRECIPIENT'S transitional housing program for persons with severe and persistent mental illness who are extremely low-income and are homeless or at risk of being homeless;

**WHEREAS**, GOVERNMENT and SUBRECIPIENT amended the Agreement dated October 25, 2015 on January 11, 2018 to extend the Time of Performance through June 30, 2018;

**WHEREAS**, SUBRECIPIENT has requested a modified Use of Funds and additional time to complete program activities;

**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:

Article I, "SCOPE OF SERVICES," section A, Activities, shall be amended to read as follows:

"The SUBRECIPIENT will be responsible for the operation of a program that provides temporary emergency housing and supportive services to extremely low-income persons with serious mental illnesses that are homeless or at risk of homelessness. The SUBRECIPIENT will also be responsible for the operation of a program that provides housing navigation supportive services to extremely low-income persons with serious mental illnesses who are ready to transition from an institutional setting to permanent housing but have no immediate options available. The services shall be operated in a

manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.”

Article I, “SCOPE OF SERVICES,” section B, Reporting, second paragraph shall be amended to read as follows:

“The quarterly reports shall provide information on the number of individuals (children and adults) served and their race, ethnicity, national origin, age, sex, and disability. Quarterly reports shall provide information about the number of persons/families moving into permanent housing. In addition, an annual report shall provide an unduplicated count of the individuals served during the program year and shall also provide the following information about the employees of the SUBRECIPIENT’s organization: race, age, sex, and disability. The annual report shall be submitted to the GOVERNMENT no later than July 30<sup>th</sup> annually.”

Article II, “TIME OF PERFORMANCE,” shall be amended in its entirety to read as follows:

“The term of this Agreement shall be July 1, 2015, through April 30, 2019.”

Article III, “USE OF FUNDS,” shall be amended in its entirety to read as follows:

Community Development Block Grant funds in the amount of \$30,000 shall be used for operation of a temporary emergency housing program and supportive services for extremely low-income persons with severe mental illnesses who are homeless or at risk of homelessness. Funds shall also be used for operation of a Housing Navigator for Permanent Supportive Housing Program for low-income persons with severe mental illnesses who are exiting an institution. These federal funds may be used for salaries, fringe benefits, and travel expenses for the Housing Navigator. Federal funds shall be used in accordance with the approved budget.

It is expressly agreed and understood that the herein described Community Development Block Grant funds shall not be used as match for any other federal funds received by the SUBRECIPIENT without the written consent of the GOVERNMENT.”

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 26, 2015 and amended January 11, 2018 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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Jim Gray, Mayor

ATTEST:

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Clerk of Urban County Council

**NEW BEGINNINGS, BLUEGRASS, INC.**

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Christy Shuffett, Executive Director