THIRD AMENDMENT TO SUBRECIPIENT STREET OUTREACH AGREEMENT EMERGENCY SOLUTIONS GRANT PROGRAM (ESG-CV)

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into on this 26 day of 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 HOPE CENTER, INC., a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 6, Lexington, KY 40588 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 14, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$275,507.00 in federal Emergency Solutions Grant Program (CFDA # 14.231) as provided by the 2019 Consolidated Plan to the SUBRECIPIENT for the purpose of operating a street outreach program, specifically for expenses related to preventing, preparing for, and responding to the coronavirus;

WHEREAS, GOVERNMENT requires a change to Article III, "Program Requirements," Section 2;

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:

The language of Numbered Paragraph 2 of Article III, titled "Program Requirements" shall be replaced with the following:

2. Grant monies will be used solely for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Eligible costs consist of engagement, case management, emergency health services, emergency mental health services, transportation, vehicle(s) to transport Street Outreach Case Managers to remote areas and services for specific populations all as defined at 24 CFR 576.101. All expenses under this agreement must be related to preventing, preparing for, and responding to the coronavirus.

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 14, 2020, as amended in the First and Second Amendment, 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

BY:

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

HOPE CENTER, IN

BY:

Rufus Friday, Executive Director