

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

THIS SECOND AMENDMENT TO AGREEMENT, is made and entered into on this 24th day of April 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 \$902,668.00 in federal Emergency Solutions Grant Program (CFDA # 14.2131) as provided by the 2019 Consolidated Plan to the SUBRECIPIENT for the purpose of expenses related to preventing, preparing for, and responding to the coronavirus incurred while operating an emergency shelter;

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 Requirement" shall be replaced with the following:

2. Grant monies will be used solely for operating expenses of the emergency shelter, which shall be used as a non-congregate emergency shelter for homeless individuals and families. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, staff, fuel, equipment, insurance, utilities, food, furnishings, supplies necessary for the operation of the emergency shelter and vehicle(s) needed for transportation of supplies. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. 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 through the First 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**

BY: *Linda Gorton*
Linda Gorton, Mayor

ATTEST:

Maxine Stock
Clerk of Urban County Council
Deputy

HOPE CENTER, INC.
BY: *Rufus Friday*
Rufus Friday, Executive Director