

**FIRST AMENDMENT TO SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-CV)**

THIS AMENDMENT TO AGREEMENT, made and entered into on this 31st day of August 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 **LEXINGTON HOUSING AUTHORITY**, a Kentucky city housing authority created pursuant to KRS Chapter 80, and whose post office address is 300 New Circle Road, Lexington, KY, 40505 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, Government and Grantee entered into an Agreement dated July 7, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$251,803.33 in federal from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) under The Coronavirus Aid, Relief, and Economic Security (CARES) Act;

WHEREAS, SUBRECIPIENT has requested an amendment to **I. STATEMENT OF WORK D. Budget and Use of Funds.**

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:

- A. Section **I. STATEMENT OF WORK D. Budget and Use of Funds** of the Agreement is hereby amended to read as follows:

I. STATEMENT OF WORK

D. Budget and Use of Funds

Grant funds in the amount of \$251,803.33 shall be used exclusively for client assistance necessary for housing stabilization. The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, 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.

- B. In all other respects, except as specifically modified herein, the terms of the Agreement dated July 7, 2021, 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.

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SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Mackenzie Stock

Clerk of Urban County Council

LEXINGTON HOUSING AUTHORITY

BY *Austin Simms*

Austin Simms, Executive Director