

SECOND AMENDMENT TO SUBRECIPIENT AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (“Second Amendment”) is made and entered into on the 1st 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 **NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., AKA LEGAL AID OF THE BLUEGRASS**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, whose post office address is 300 E. Main Street, Suite 110, Lexington, KY. 40507 (hereinafter referred to as “SUBRECIPIENT”).

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated July 7, 2021, (“Agreement”), in which the SUBRECIPIENT was allocated \$365,000.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 (referred to hereinafter as “ARPA”);

WHEREAS, the Agreement required performance of all of its terms on or before December 31, 2022;

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into a First Amendment to Agreement dated January 1, 2023, (“First Amendment”), in which the SUBRECIPIENT was allocated an additional \$75,000.00 in federal funds originally awarded to GOVERNMENT pursuant to the American Rescue Plan Act of 2021 (referred to hereinafter as “ARPA”) and in which the term of performance was extended until March 31, 2023;

WHEREAS the parties now mutually desire to extend the term of performance and increase the total amount of funds contemplated in the Agreement by \$25,000.00;

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, the parties hereto agree as follows:

- A. Section 1.C. of the Agreement, titled “Budget and Use of Funds” and Section 1.E. of the Agreement, titled “Payment,” shall both be amended to reflect that the new total of Grant funds as \$465,000.00.
- B. Section I.F. of the Agreement, titled “Schedule – Time of Performance” shall be amended to read as follows:

“The term of this Agreement shall be from October 1, 2021, until April 30, 2023.”

- C. Section VIII.W of the Agreement shall be amended so that Notices required by the Agreement shall be sent to:

Theresa Reynolds
Director, Grants & Special Programs
LFUCG
200 E. Main Street, Lexington, KY 40507
GOVERNMENT

Robert Johns
Executive Director
Legal Aid of the Bluegrass
300 E. Main Street, Suite 110, Lexington, KY 40507
SUBRECIPIENT

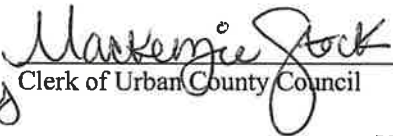
D. In all other respects, except as specifically modified herein, the terms of the Agreement dated July 7, 2021, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment on the date above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY 
Linda Gorton, Mayor

ATTEST:

Deputy

Clerk of Urban County Council

**NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., AKA
LEGAL AID OF THE BLUEGRASS**

BY 
Robert Johns, Executive Director