

**FIRST AMENDMENT TO AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into on \_\_\_\_ 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 **ARBOR YOUTH SERVICES, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 540 West Third Street, Lexington, Kentucky 40508 (hereinafter referred to as "SUBRECIPIENT".)

**WHEREAS**, Government and Grantee entered into an Agreement dated July 10, 2022 ("Agreement"), in which the SUBRECIPIENT was allocated \$38,143 in federal Emergency Solutions Grant Program (CFDA # 14.2131) as provided by the 2021 Consolidated Plan for the purpose of supporting case management, prevention, and rapid rehousing services for youth between the ages of 18 and 24 who are homeless or at risk of homelessness;

**WHEREAS**, GOVERNMENT has requested an amendment to Article I, "STATEMENT OF WORK," C. Budget and Use of Funds;

**WHEREAS**, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**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:

- 1. Article I, "STATEMENT OF WORK," C. Budget and Use of Funds shall be amended as follows

Grant funds in the amount of \$65,810 shall be used exclusively as follows:

	<b>ESG</b>	<b>MATCH</b>
<u>Case management</u>	\$28,143	\$10,476 SUBRECIPIENT \$17, 667 GOVERNMENT
<b>Total:</b>	\$28,143	\$28,143

Case Management includes salaries, fringe, and travel costs.

	<b>ESG</b>	<b>MATCH</b>
Rapid Rehousing	\$ 7,500	\$ 7,500 GOVERNMENT
<u>Prevention</u>	\$ 2,500	\$ 2,500 GOVERNMENT
<b>Total:</b>	\$10,000	\$ 10,000

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as previously approved in writing by LFUCG and must obtain approval for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities 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.

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated June 10, 2022, shall remain in full force and effect with respect to the provisions outlined therein.

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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**

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Linda Gorton, Mayor

ATTEST:

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Clerk of Urban County Council

**ARBOR YOUTH SERVICES, INC.**

BY: \_\_\_\_\_  
Lori Clemons, Executive Director