

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

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____, 2021, 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 **FOODCHAIN**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 501 W. Sixth St., Suite 105, Lexington, KY, 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, Government and Grantee entered into an Agreement dated February 22, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$53,195 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 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 awriting 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:

Article I, titled "STATEMENT OF WORK," section D, Budget and Use of Funds, shall be amended to read as follows:

"Grant funds in the amount of \$53,195 shall be used exclusively for salaries, fringe benefits, supplies, and contractual support for intake and programming support with Community Action Council (see budget narrative in application). The approved budget is below:

Salaries	\$ 25,919.05
Fringe	\$ 2,014.00
Supplies	\$ 18,831.95
<u>Contractual</u>	<u>\$ 6,430.00</u>
Total	\$ 53,195.00

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."

In all other respects, except as specifically modified herein, the terms of the Agreement dated February 22, 2021, 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**

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

FOODCHAIN

BY

Rebecca Self, Executive Director