

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

**THIS FIRST AMENDMENT TO AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, 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-stock 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 February 25, 2026 ("Agreement"), in which the SUBRECIPIENT was allocated \$155,464 in federal funds from the United States Department of Housing and Urban Development's (hereinafter referred to as "HUD") Community Development Block Grant Program (CFDA 14.218) pursuant to which HUD has agreed to make a grant to the Government under Federal Award Number B-19-MC-21-0004, awarded on October 18, 2019, B-20-MC-21-0004 awarded on December 31, 2020 and B-23-MC-21-0004 awarded August 29, 2023;

**WHEREAS**, SUBRECIPIENT has requested an amendment to **II. TIME OF PERFORMNACE**;

**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. Section II of the Agreement, titled **TIME OF PERFORMANCE**, shall be amended to read as follows:

"The SUBRECIPIENT agrees to install full fire sprinkler system in AYS Overnight TAY Emergency Shelter to increase bed capacity to nine (9) additional emergency beds for transition-age youth experiencing homelessness located at 540 West Third Street, Lexington, KY 40508 no later than December 31, 2026. The SUBRECIPIENT agrees to operate emergency shelter for transition-age youth experiencing homelessness for a ten-year period through June 30, 2036."

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated February 25, 2026, shall remain in full force and effect with respect to the provisions outlined therein.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE TO FOLLOW.

**IN WITNESS WHEREOF**, the parties executed this Amendment the day, month, and year above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY \_\_\_\_\_  
Linda Gorton, Mayor

**ATTEST:**

\_\_\_\_\_  
Clerk of Urban County Council

**ARBOR YOUTH SERVICES, INC.**

BY: \_\_\_\_\_  
Joshua McKinley, Executive Director