

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

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of _____ 2024, 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 **NAMI LEXINGTON**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 498 Georgetown St., Suite 100, Lexington, KY, 40508 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, Government and Grantee entered into an Agreement dated February 9, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$180,000 in federal funds 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, the Agreement required the funds to be used in accordance with an approved budget;

WHEREAS, the parties now desire to amend the Agreement to reflect changes to the budget and period of performance;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and 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, Part D. titled Budget and Use of Funds shall be amended to read:

Funds in the amount of \$350,000 shall be used exclusively for salaries, fringe benefits, in-area travel, supplies, operating expenses, and contractual services (see budget narrative in application). The approved budget is below:

Salaries	\$ 290,800
Fringe	\$ 41,974
Training and Travel	\$ 1,500
Supplies	\$ 9,726
<u>Contractual</u>	<u>\$ 6,000</u>
Total	\$ 350,000

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.** Section I., STATEMENT OF WORK, Part E. titled Payment, shall be amended to read:

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$350,000. The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph D above. SUBRECIPIENT's invoice must include copies of employee timesheets, payroll reports, documentation of payment of payroll taxes and fringe benefits, and copies of competitive quotations for all expenses as applicable.

C. Section I., STATEMENT OF WORK, Part F., titled Schedule – Time of Performance, shall be amended to read: “The term of this Agreement shall be March 6, 2020, through December 31, 2025.”

In all other respects, except as specifically modified herein, the terms of the Agreement dated February 9, 2021, as amended by the First Amendment thereto, 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

NAMI LEXINGTON

Phill Gunning, Executive Director

4867-3307-0276, v. 1