

**FIRST AMENDMENT TO  
AMERICAN RESCUE PLAN ACT OF 2021  
SUBRECIPIENT AGREEMENT**

**THIS FIRST AMENDMENT TO THE AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT AGREEMENT** (the “First Amendment”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A (the “Government”), located at 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Office of Homelessness Prevention and Intervention, and **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-profit corporation created pursuant to KRS Chapter 273, whose principal address is 710 W High Street, Lexington, KY 40576 (the “Subrecipient”).

**RECITALS**

**WHEREAS**, pursuant to Urban County Council Resolution No. R-618-2019, the Government and Subrecipient executed the original agreement setting forth the terms and conditions under which Subrecipient would operate and provide an Intensive Street Case Management Program in response to RFP No. 30-2019; and

**WHEREAS**, pursuant to Urban County Council Resolution No. R-510-2021, the Government and Subrecipient executed a new written agreement (the “Subrecipient Agreement”), in which Subrecipient was allocated \$392,000.00 in federal funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021, to continue operation of the Intensive Street Outreach Program; and

**WHEREAS**, the Subrecipient Agreement provides that the federal funds shall be used exclusively for the services described in Exhibits 1 and 2 of said agreement; and

**WHEREAS**, the parties desire to expand the use of federal funds, as well as additional non-federal funds, for services authorized under the Subrecipient Agreement to allow Subrecipient to facilitate motel vouchers for unsheltered persons during activations of emergency winter weather plan; and

**WHEREAS**, the total amount of federal funds paid by the Government to Subrecipient to provide the expanded services shall not exceed the amount stated herein, absent further amendment.

**STATEMENT OF AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree to amend the Subrecipient Agreement as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as a part of this First Amendment.

2. Amendments to Section I. Statement of Work.

a. Section I.A. Activities. Section I.A. of the Subrecipient Agreement is amended and restated as follows:

“The SUBRECIPIENT will be responsible for providing the services described in: 1) RFP #30-2019, which is attached as Exhibit 1; 2) SUBRECIPIENT’S response to RFP #30-2019, which is attached as Exhibit 2, and 3) SUBRECIPIENT’S Amended Scope of Work, which is attached as Exhibit 3. Exhibits 1, 2, and 3 are incorporated herein by reference. The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.”

A copy of Exhibit 3, Subrecipient’s Amended Scope of Work, is attached to this First Amendment as Exhibit A.

b. Section I.C. Budget and Use of Funds. Section I.C. of the Subrecipient Agreement is amended and restated as follows:

“Grant funds in an amount not to exceed \$841,162.55 shall be used exclusively for the services described in Exhibits 1, 2, and 3.

The SUBRECIPIENT may only use the funds provided under this subaward to carry out the activities described in this Agreement and in accordance with any budget provided in Exhibits 1, 2, and 3. The SUBRECIPIENT is prohibited from charging to the subaward the costs of 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.”

c. Section I.E. Payment.

i. The total amount to be paid contained in the first sentence of Section I.E. of the Subrecipient Agreement is hereby revised to replace the amount “\$392,000.00” with that of “\$841,162.55”.

ii. The list of exhibits specified in the third sentence of Section I.E. of the Subrecipient Agreement is hereby revised to replace the list “Exhibits 1 and 2” with that of “Exhibits 1, 2, and 3”.

- d. Section I.G. Conflict. Section I.G. of the Subrecipient Agreement is amended and restated as follows:

“To the extent this Agreement conflicts with the terms and conditions in any Exhibit or Addendum, the terms of this Agreement will control, followed by the terms of Addendum 1, followed by the terms of Exhibit 1, followed by the terms of Exhibit 2, followed by the terms of Exhibit 3.”

3. Effect. All other provisions of the Subrecipient Agreement, which is attached hereto as Exhibit B and incorporated herein as if fully stated, not inconsistent with the provisions of this First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties certify that they have been duly authorized to execute, deliver, and perform this First Amendment, and have executed the same as of the date first herein written.

**LEXINGTON-FAYETTE  
URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Linda Gorton, Mayor

ATTEST:

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

**COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON,  
HARRISON, AND NICHOLAS COUNTIES, INC.**

\_\_\_\_\_  
By: Sharon Price, Executive Director

**EXHIBIT A**

**Subrecipient's Amended Scope of Work**  
(to be incorporated into Subrecipient Agreement as Exhibit 3)

## **Intensive Street Outreach**

Intensive Street Outreach provides individualized, person-centered services to individuals experiencing unsheltered homelessness. Targeted, assertive street-based outreach consistently and persistently engages at least 110 individuals annually. Outreach is combined with housing-focused intensive case management supports, serving approximately 30 individuals annually identified as having the most critical needs based upon length of homelessness and acuity. Intensive Street Outreach targets those persons least likely to seek assistance for themselves, providing: access to basic needs; assessment of individualized needs; access to mental health and/or substance abuse treatment services; enrollment in mainstream benefits such as SNAP, SSI/SSDI, TANF and Medicaid; and housing-focused case management to link and retain participants in permanent housing.

An additional \$449,162.55 is allocated to Community Action Council to expand contracted street outreach services for FY23. Additional funds will specifically facilitate additional outreach activities and operation of motel vouchers as short-term emergency shelter under activations of the community's Emergency Winter Weather Plan. Community Action Council will receive \$44,916.26 (10%) administrative fees.

## **Amended Scope of Work**

Community Action Council shall perform the following services:

- Conduct expanded outreach, including outside of standard operating hours, under activations of the Office of Homelessness Prevention and Intervention's Emergency Winter Weather Plan to communicate forecasted inclement weather conditions to persons in Fayette County experiencing unsheltered homelessness. This may include overtime salary and fringe expenses as well as additional contracted staffing as needed.
- Assess the needs of persons experiencing unsheltered homelessness or at-risk of unsheltered homelessness in Fayette County, with a specific focus upon determining access to adequate shelter during periods of extreme inclement weather conditions. This includes confirming restrictions from or barriers to accessing available congregate shelter options, coordinating individualized safety plans, and facilitating transport as needed.
- Operate motel vouchers to be utilized as emergency shelter for persons experiencing unsheltered homelessness or at-risk of experiencing unsheltered homelessness during activations of the Emergency Winter Weather Plan. While the level of community need and the number of and duration of activations may vary, approximately 65 households will be provided with motel vouchers for 47 evenings.
- Maintain timely, accurate records of persons served and services provided via the Kentucky Homeless Management Information System (KYHMIS), including submission of the CoC-APR report with quarterly invoicing.

**EXHIBIT B**

**Subrecipient Agreement**