

**AMENDMENT No. 1 TO SUBRECIPIENT AGREEMENT
EMERGENCY SOLUTIONS GRANT PROGRAM (EGS-CV)**

THIS AMENDMENT TO AGREEMENT, made and entered into on this ____ 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 **COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 11610, Lexington, KY 40576 (hereinafter referred to as "Subrecipient").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 23, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$493,955 of funds passed through from the U.S. Department of Housing and Urban Development under the CARES Act for the purpose of operating a rapid rehousing program related to preventing, preparing for, and responding to the coronavirus;

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:

ARTICLE I, Obligations of the Government of the Agreement is amended to read as follows:

1. The Government assumes the following obligations: To provide **Nine Hundred Thirty Seven Thousand Four Hundred Seventy Five Dollars (\$937,475)** in grant funds to Community Action Council, located in Lexington-Fayette County, for expenses incurred to prevent, prepare for, and respond to the coronavirus in the course of operating an emergency shelter.
2. To prepare and submit any necessary reports to the funding agencies.
3. To share responsibilities with the Subrecipient for the approval of disbursements of the grant funds.
4. To monitor Subrecipient in operation of herein described services to ensure compliance with regulations at 24 CFR Part 576.

ARTICLE II, Obligations of the Subrecipient of the Agreement is amended to read as follows:

The Subrecipient assumes and makes the following obligations and representations:

1. To operate, maintain, and manage Subrecipient's shelter and service program in accordance with federal regulations at 24 CFR Part 576 and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County Government, for so long as the Emergency Solutions Grants program funds are used for operation.

2. To establish written standards for the provision of assistance under the Emergency Solutions Grants program and to apply these standards consistently for all program participants.
3. To fully staff the facilities and provide for appropriate supervision at all times.
4. To connect program participants to mainstream and other resources, as needed, including assistance in obtaining permanent housing, medical health treatment, counseling, supervision, and other services essential for achieving independent living. This includes all Federal, State, local, and private assistance available to assist the participant in obtaining housing stability.
5. "The term of this Agreement shall be October 23, 2020, through August 31, 2023."
6. To expend funds under this Agreement only on expenses related to preventing, preparing for, and responding to the coronavirus.

ARTICLE III, Section 2 of the Agreement titled Program Requirements is amended to read as follows:

2. Grant monies will be used solely for operating expenses of the emergency shelter, which shall be used as a non-congregate emergency shelter for homeless individuals and families. Eligible costs are the costs of personnel costs, fringe benefits, maintenance (including minor or routine repairs), rent, security, transportation, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter.

Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. All expenses under this agreement must be related to preventing, preparing for, and responding to the coronavirus.

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 23, 2020, 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 at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

COMMUNITY ACTION COUNCIL

BY _____
Sharon Price, Executive Director