

**AMENDMENT No. 2 TO SUBRECIPIENT AGREEMENT
EMERGENCY SOLUTIONS GRANT PROGRAM (EGS-CV)**

THIS AMENDMENT NO. 2 TO AGREEMENT, made and entered into on this 12th day of June 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 MOUNTAIN COMPREHENSIVE CARE CENTER, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 104 South Front Avenue, Prestonsburg, Kentucky 41653 (hereinafter referred to as "SUBRECIPIENT")

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 30, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$325,334 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, Mountain Comprehensive Care Center did not spend the total award of \$325,334 and therefore returned \$15,268, for a modified award total of \$310,066;

WHEREAS, the parties now desire to amend the Agreement to reflect changes to the budget;

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:

Section I. C. of the Agreement is amended to read as follows:

C. Budget and Use of Funds

As of the date of this transaction, \$166,546 remains. Grant funds in the amount of the remaining \$166,546 shall be used exclusively in accordance with the approved budget set forth below:

Case Management	\$ 64,018
Security Deposits	\$ 8,525
Rapid Rehousing	\$ 85,056
<u>Utilities</u>	<u>\$ 8,947</u>
Total	\$166,546

Case Management includes salaries plus fringe benefits.

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards, hereinafter referred to as "Continuum of Care" (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as approved in writing by the GOVERNMENT and must obtain approval in writing for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG 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.

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 23, 2020, as amended through the First Amendment, 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**

Linda Gorton

Linda Gorton, Mayor

ATTEST:

MacKenzie Jack

Clerk of Urban County Council

Deputy

**MOUNTAIN COMPREHENSIVE CARE
CENTER**

BY

Promod Bishnoi

Promod Bishnoi, President/CEO