

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

THIS AMENDMENT TO AGREEMENT, made and entered into on this _____ day of, _____ 2021, 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-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 March 3, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$620,211.00 of funds passed through from the U.S. Department of Housing and Urban Development under the CARES Act for the purpose of operating a temporary non-congregate emergency shelter for people experiencing homelessness in Lexington;

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;

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:

The first paragraph of Section I. D of the Agreement is amended to read as follows:

Funds in the amount of \$620,211 shall be used exclusively in accordance with the approved budget set forth below:

Security	\$ 43,590.72
Food	\$226,291.30
Hotel Rent	\$305,554.76
<u>Hotel Vouchers</u>	<u>\$ 44,774.22</u>
Total	\$620,211.00

This Amendment supersedes the parties' First Amendment, dated May 14, 2021. In all other respects, except as specifically modified herein, the terms of the Agreement dated March 3, 2021, 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.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

COMMUNITY ACTION COUNCIL

Sharon Price, Executive Director