

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

**THIS AMENDMENT TO AGREEMENT**, made and entered into on this 1st day of January 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 **NEW VISTA OF THE BLUEGRASS**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is 1351 Newtown Pike, Lexington, KY, 40511 (hereinafter referred to as "SUBRECIPIENT");

**WHEREAS**, Government and Grantee entered into an Agreement dated April 8, 2021 ("Agreement"), in which the SUBRECIPIENT was allocated \$166,135 in federal 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**, SUBRECIPIENT has requested an amendment to **I. STATEMENT OF WORK D. Budget and Use of Funds** and **F. Schedule – Time of Performance**.

**WHEREAS**, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the SUBRECIPIENT; and

**WHEREAS**, the Agreement provides that the Agreement may be amended only in a writing executed by the GOVERNMENT and the 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:

Grant funds in the amount of \$166,135 shall be used exclusively for supplies and contractual expenses (see revised budget provided with application). The approved budget is below:

Equipment	\$ 38,910
Supplies	\$ 76,297
<u>Rehabilitation</u>	<u>\$ 50,928</u>
Total	\$ 166,135

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 F., titled Schedule – Time of Performance, shall be amended to read: "The term of this Agreement shall be March 1, 2020, through April 1, 2023."
- C. In all other respects, except as specifically modified herein, the terms of the Agreement dated April 8, 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

**NEW VISTA OF THE BLUEGRASS**

BY  \_\_\_\_\_

Dee Werline, President & CEO