

ADDENDUM 2

This Addendum to an Agreement, 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, whose post office address is P.O. Box 11610, Lexington, Kentucky 40576 (hereinafter referred to as (hereinafter referred to as 'SUBRECIPIENT'), dated _____, is made and entered into contemporaneously with that Agreement.

WHEREAS, Section I.C. of that Agreement, titled "Statement of Work – Budget and Use of Funds," provides that all grant funds that the SUBRECIPIENT receives pursuant to the Agreement shall be used exclusively as provided in the budget that is included in this Addendum.

WHEREFORE, in mutual consideration of the promises stated in that Agreement, the parties agree that all grant funds that the SUBRECIPIENT receives pursuant to the Agreement shall be used exclusively as provided in this Addendum:

Grant funds in the amount of \$3,000,000.00 shall be used exclusively as follows:

Financial Assistance (Not less than 88% of total funds): _____

Administrative Costs (Not more than 12% of total funds): _____

Total: \$3,000,000.00.

Financial Assistance includes payment of rent, rental arrears, utilities and home energy costs, utilities and home energy cost arrears, and other expenses related to housing incurred due, directly or indirectly, to COVID-19 as defined by the Treasury Secretary.

Administrative Costs include data collection and reporting requirements. The SUBRECIPIENT may not cover indirect costs using funds provided in this subaward, and may not apply its negotiated indirect cost rate to this subaward.

SUBRECIPIENT must obligate the entire \$3,000,000.00, no later than **December 31, 2022**. SUBRECIPIENT agrees to timely submit any form of documentation requested by the GOVERNMENT related to SUBRECIPIENT'S expenditure of the funds budgeted for Financial Assistance. If SUBRECIPIENT fails to expend the entire \$3,000,000.00 on or before December 31, 2022, then the SUBRECIPIENT agrees to return the balance of the grant award to the GOVERNMENT in accordance with Section V of the Agreement, titled "Reversion of Assets."

The parties agree that this Addendum is incorporated into the Agreement as if fully stated therein, and all other terms and conditions of the Agreement and First Addendum shall continue to apply.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

COMMUNITY ACTION COUNCIL

BY _____
Sharon Price, Executive Director