

**AMENDMENT NO. 4 TO SUBRECIPIENT AGREEMENT  
EMERGENCY SOLUTIONS GRANT PROGRAM (EGS-CV)**

**THIS FOURTH AMENDMENT TO AGREEMENT**, made and entered into on this 21 day of September, 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 **LEXINGTON RESCUE MISSION, INC.**, a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 1050, Lexington, KY, 40588 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated October 23, 2020 ("Agreement"), in which the SUBRECIPIENT was allocated \$260,348 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

**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:

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

**C. Budget and Use of Funds**

Funds in the amount of \$260,348 shall be used exclusively in accordance with the approved budget set forth below:

Case Management	\$130,813.98
Security Deposits	\$ 15,390.00
Rapid Rehousing	\$ 35,909.00
Transportation	\$ 54,373.85
Supplies	\$ 19,559.32
Computer Equipment	\$ 2,986.85
<u>Medical (Vaccines)</u>	<u>\$ 1,315.00</u>
Total	\$260,348.00

Case Management includes salaries, fringe, and travel costs.

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 entered on February 10, 2022, Amendment No. 2 entered on July 7, 2022 and Amendment No. 3 entered on February 2, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

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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**



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Linda Gorton, Mayor

**ATTEST:**



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Clerk of Urban County Council

*Deputy*

**LEXINGTON RESCUE MISSION, INC.**



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Laura Carr, Executive Director