

**EMERGENCY RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made and entered into on 29 day of January, 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, whose post office address is P.O. Box 11610, Lexington, KY, 40576 (hereinafter referred to as "SUBRECIPIENT");

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Treasury, under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501") to provide for payment of eligible expenses under the Emergency Rental Assistance Program ("ERAP");

WHEREAS, the SUBRECIPIENT has agreed to be responsible for the provision of these services;

WHEREAS, the GOVERNMENT's responsibility for ensuring compliance with all grant requirements necessitates a written agreement with 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:

I. STATEMENT OF WORK

A. Activities

The SUBRECIPIENT will be responsible for providing Financial Assistance and Housing Stability Services for Eligible Households in accordance with Section 501 and all applicable federal regulations and any future guidance that is issued regarding the ERAP, and with the regulations that have been developed and/or approved by the GOVERNMENT.

The services shall be operated in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

B. Performance Monitoring

The GOVERNMENT shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with regulations on SUBRECIPIENT Monitoring and Management, 2 CFR 200.330 – 2 CFR 200.332, to ensure SUBRECIPIENT compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the GOVERNMENT will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within 30 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of ERAP funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

C. Budget and Use of Funds

Grant funds in the amount of \$5,000,000.00 shall be used exclusively as follows:

Financial Assistance (Not less than 91% of total funds):

Housing Stability

Administrative Costs

Total: \$5,000,000.00.

Of the total amount budgeted for Financial Assistance, 65% of this total must be expended by SUBRECIPIENT no later than **September 30, 2021**. SUBRECIPIENT agrees to timely submit any reasonable form of documentation requested by the GOVERNMENT related to SUBRECIPIENT'S expenditure of the funds budgeted for Financial Assistance. If SUBRECIPIENT fails to expend 65% of the amount budgeted for Financial Assistance by September 30, 2021, or if it appears to the GOVERNMENT based on the GOVERNMENT'S review of documents provided by SUBRECIPIENT that SUBRECIPIENT likely will fail to expend 65% of the amount budgeted for Financial Assistance by September 30, 2021, then SUBRECIPIENT further agrees to return the balance of the funds to GOVERNMENT on the date demanded by the GOVERNMENT, which shall be no earlier than 30 days after the date that the GOVERNMENT makes a demand.

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.

Housing Stability Services includes case management and other services related to COVID-19 to help keep households stably housed, 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.

The SUBRECIPIENT may only use the funds provided under this subaward to carry out the activities described in this Agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of 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.

D. Matching Funds

No matching funds are required for funding awarded under Section 501.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$5,000,000.00. The GOVERNMENT may disburse all or a portion of these funds to the SUBRECIPIENT in one or more lump sums, and/or may apply all or a portion of these funds to reimburse SUBRECIPIENT for actual expenditures incurred.

SUBRECIPIENT agrees that it will return to the GOVERNMENT any amount of these funds that were received in a lump sum and that were not expended in accordance with the terms of this Agreement on a date that is no later than: 30 days after the GOVERNMENT makes a demand for the return of funds; or 30 days after the termination of this Agreement, whichever date occurs earlier.

F. Reconciliation

SUBRECIPIENT shall submit to the GOVERNMENT by the 10th of each month a reconciliation of actual expenditures incurred. SUBRECIPIENT's reconciliation must be for the services and eligible expenses specified in Paragraph C above.

All reconciliation and associated documentation for this program will be submitted to the Division of Grants and Special Programs for processing.

For Housing Stabilization and/or Administration expenses, SUBRECIPIENT shall include copies of signed employee timesheets, payroll registers, documentation of fringe benefits, and copies of invoices for goods and services for which reimbursement is requested.

Reconciliation reports will also contain:

- Name and address of all households served including benefit amount and type per household;
- List of vendors paid and amounts;
- Canceled checks and credit card statements for all expenses;
- HMIS program data reports as determined by GOVERNMENT;
- Any other documents which may be required by the GOVERNMENT as additional guidance is provided by the Department of Treasury.
- All documentation required for client files must be uploaded into the Homeless Management Information System (HMIS) and will be reviewed by GOVERNMENT as part of reconciliation report.

In determining eligibility of participants, SUBRECIPIENT shall follow all federal criteria under the Coronavirus Response and Relief Supplemental Appropriations Act and any corresponding federal regulations. The SUBRECIPIENT shall maintain documentation of program eligibility.

G. Schedule – Time of Performance

The term of this Agreement shall be from February 14, 2021 until December 31, 2021.

H. Timeliness

SUBRECIPIENT must demonstrate adequate spending to the GOVERNMENT through monthly reconciliation reports. Failure to submit a reconciliation in two or more consecutive months may result in termination of the Agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

II. **RECORDS AND REPORTS**

A. SUBRECIPIENT agrees to comply with any reporting obligations established by the U.S. Department of Treasury, including the Treasury Office of Inspector General, as relates to this subaward, including but not limited to: (i) reporting of information to be used by the Treasury to comply with its public reporting obligations under Section 501(g); and, (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

B. Records to be Maintained

The SUBRECIPIENT shall maintain all records documenting its compliance with Section 501 and accompanying regulations, including all documentation showing:

- Number of Eligible Households that received rental assistance
- Number of households that applied for assistance
- Rate of acceptance
- Type(s) of assistance provided to each Eligible Household
- Income certifications and re-certifications of all Eligible Households
- Proof that Eligible Households who received ERAP funds directly paid the funds to their respective Landlord
- Verification of Landlords' identities
- Amount of funding provided to each Eligible Household
- Number of monthly rental payments for all Eligible Households
- Number of monthly utility payments for all Eligible Households
- Head of household for each Eligible Household

- Gender of Head of Household
- Race of Head of Household
- Ethnicity of Head of Household
- Census tract of Head of Household
- Address for Head of Household
- Zip code of Head of Household

SUBRECIPIENT shall also maintain records showing how the SUBRECIPIENT prevented Duplication of Benefits, as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155);

C. Client Data and Other Sensitive Information

The SUBRECIPIENT agrees to establish data privacy and security requirements as required by Section 501(g)(4). The SUBRECIPIENT must further develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting in HMIS) of any individual or family who applies for and/or receives ERAP assistance will be kept secure and confidential;
- ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ERAP will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
- iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the GOVERNMENT or SUBRECIPIENT and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of SUBRECIPIENT must be in writing and must be maintained in accordance with this section. The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the GOVERNMENT's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five -year period, whichever occurs later.

E. Reporting

1. Monthly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT Monthly reports for each month during which these federal funds are used for program operations. Monthly reports are due by the 10th of each month.

Monthly reports shall provide information on the activities accomplished. Specifically, monthly reports shall provide information on the number of individuals served by the SUBRECIPIENT and other such information as required by the U.S. Department of Treasury and the GOVERNMENT.

F. Project Close-out

The SUBRECIPIENT's obligation to the GOVERNMENT shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials), equipment, unspent cash advances, program income balances, and accounts receivable to the GOVERNMENT and determining the custodianship of records.

G. Audits, Inspections and Monitoring

1. Single Audit

The SUBRECIPIENT must be audited as required by 2 CFR part 200, subpart F when it is expected that the SUBRECIPIENT's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

SUBRECIPIENT shall submit a copy of the audit report to the federal Audit Clearinghouse within 30 days after receipt of the audit report, but not later than nine months after the end of the audit period. Concurrently with the submission of the audit report to the federal Audit Clearinghouse, SUBRECIPIENT shall submit a copy of the audit report to the GOVERNMENT'S Division of Grants and Special Programs. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. Inspections and Monitoring

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the GOVERNMENT, grantor agency, their designees or the federal government, at any time during normal business hours, as often as the grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data to meet the requirements of 2 CFR part 200. The SUBRECIPIENT must submit to monitoring of its activities by the GOVERNMENT as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Agreement.

H. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GOVERNMENT, the U.S. Department of Treasury or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. GENERAL PROGRAM CONDITIONS

The SUBRECIPIENT acknowledges and agrees that expenditures of these funds will be in accordance with all pertinent regulations and guidance issued now or in the future by agencies of the federal government, and will be in accordance with any and all relevant provisions of Section 501, any regulations enacted pursuant to that Act, and any guidance issued by the Treasury

A. Availability of Funds.

SUBRECIPIENT acknowledges that, pursuant to Section 501(e), funds provided pursuant to this Agreement shall remain available only through December 31, 2021, unless in the case of reallocation made by the U.S. Treasury to GOVERNMENT. Reallocation of funds by the U.S. Treasury to GOVERNMENT does not guaranty reallocation of funds to SUBRECIPIENT.

B. HMIS

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under ERAP are entered into the applicable community-wide Homeless Management Information System (HMIS) in accordance with Continuum of Care standards.

C. Income Determinations

When making Income Determinations of an individual or family, the SUBRECIPIENT must use the standard for calculating annual income under the Coronavirus Response and Relief Supplemental Appropriations Act and all accompanying regulations.

IV. PROGRAM INCOME

“Program Income” means, as provided by 2 CFR 200.80, gross income received by the SUBRECIPIENT directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. For purposes of this Agreement, program income will also include any amount of a security or utility deposit returned to the SUBRECIPIENT.

The SUBRECIPIENT shall use all income received from this Agreement only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this Agreement.

V. SUSPENSION AND TERMINATION

This Agreement, in accordance with 24 CFR 85.43 can be terminated if SUBRECIPIENT fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT.

VI. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of funds, including Program Income, within thirty (30) days after the end of the Agreement term. Any funds held by the GOVERNMENT at the end of the Agreement term or refunded to the GOVERNMENT shall be reallocated by the GOVERNMENT.

The use and disposition of equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.

VII. UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

A. Financial & Program Management

The SUBRECIPIENT shall expend and account for all funds received under this agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. Cost Principles

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior federal agency approval are allowable without prior approval of the

GOVERNMENT to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement.

C. Procurement and Contractor Oversight

The SUBRECIPIENT shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement and shall subsequently follow property management standards as provided by 2 CFR 200.344.

1. Equipment

The SUBRECIPIENT shall comply with current GOVERNMENT policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. Debarment Certification

The SUBRECIPIENT acknowledges that is not debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR 570.489(l). Funds may not be provided to excluded or disqualified persons.

3. Contractor Oversight

The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement. The SUBRECIPIENT shall impose the SUBRECIPIENT'S obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

4. Subcontracts

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GOVERNMENT prior to the execution of such agreement. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the GOVERNMENT along with documentation concerning the selection process.

VIII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

A. General

The SUBRECIPIENT understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of Section 501, Treasury interpretive guidance, and all other applicable federal statutes, regulations, executive orders. SUBRECIPIENT shall also provide for such compliance in any agreements it enters with other parties relating to this subaward.

Federal regulations applicable to this subaward include, without limitation, the following:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may

determine are inapplicable to this subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the subaward term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- New Restrictions on Lobbying, 31 C.F.R. Part 21.

B. Economic Opportunities

Economic Opportunities for Low- and Very Low-income Persons. The SUBRECIPIENT shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

C. Civil Rights

The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

D. Nondiscrimination and Equal Employment Opportunity

During the performance under this Agreement, the SUBRECIPIENT shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law.

The SUBRECIPIENT shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, and sexual orientation.

The SUBRECIPIENT shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 and 12086. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

E. Nondiscrimination and Equal Employment Opportunity in Participation

The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR S.105(a). The SUBRECIPIENT shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The SUBRECIPIENT shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The

SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities.

F. Americans with Disabilities Act

The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities, Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

G. Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C §§ 1501 et seq.

H. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The SUBRECIPIENT agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GOVERNMENT for review upon request.

I. Conflict of Interest

The SUBRECIPIENT shall comply with 2 CFR 200.112 with respect to the use of program funds to procure services, equipment, supplies, or other property. With respect to all other decisions involving the use of program funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

J. Lobbying

The SUBRECIPIENT hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

- any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

K. Religious Activities

The SUBRECIPIENT agrees that ERAP funds provided under this Agreement will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

L. Drug Free Workplace

The SUBRECIPIENT shall administer a policy designed to ensure that the facilities providing services under the terms of this Agreement are free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

M. Insurance & Bonding

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 24 CFR 200.325 and 24 CFR 200.310.

N. FFATA

The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VI. GENERAL CONDITIONS

- A. The SUBRECIPIENT agrees to use ERAP funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. The SUBRECIPIENT agrees that any settlement the SUBRECIPIENT enters with an Eligible Household's Landlord will include provisions conditioning the Landlord's receipt of the ERAP funds on the Landlord's dismissal of any pending eviction proceedings against the Eligible Household and taking no action to negatively affect the credit reporting for any member of the Eligible Household.

The SUBRECIPIENT agrees to ensure that none of the ERAP funds that SUBRECIPIENT provides to participants under this Agreement will duplicate any other federally funded rental assistance.

- C. SUBRECIPIENT understands that false statements or claims made in connection with this subaward may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- D. Any publications produced with funds from this subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award

number [project FAIN] awarded to the Lexington Fayette-Urban County Government by the U.S. Department of Treasury.”

- E. SUBRECIPIENT agrees to defend, indemnify, and hold harmless GOVERNMENT from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or alleged to have arisen, directly or indirectly, in whole or in part, from the negligent or otherwise unlawful execution, performance, or breach of this contract by SUBRECIPIENT, including any environmental problems, including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the contract commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall survive the termination of this contract.

For the purposes of this Indemnity Provision:

1. The word “defend” includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at SUBRECIPIENT’S expense, using attorneys approved in writing by GOVERNMENT, which approval shall not be unreasonably withheld.
 2. The word “claims” includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 3. The word “losses” includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of SUBRECIPIENT and GOVERNMENT, and damage to, or destruction of, any property, including the property of GOVERNMENT.
 4. SUBRECIPIENT’s total aggregate indemnity obligation shall not exceed the amount of the grant funds it receives pursuant to this agreement.
- F. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. The persons and entities referenced in this paragraph include:
- A member of Congress or a representative of a committee of Congress;
 - An inspector General;
 - The Government Accountability Office;
 - A Treasury employee responsible for contract or grant oversight or management;
 - An authorized official of the Department of Justice or other law enforcement agency;
 - A court or grand jury; and/or
 - A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- G. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- H. Pursuant to Executive Order 13513, SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by

distracted drivers.

- I. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- J. If this Agreement results in any copyrightable material or inventions, the GOVERNMENT and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for the GOVERNMENT'S purposes.
- K. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- L. The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GOVERNMENT thereto; provided, however, that claims for money due or to become due to the GOVERNMENT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GOVERNMENT.
- M. GOVERNMENT and the SUBRECIPIENT each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.
- N. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally to the individuals identified in paragraph J below; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party) to the email addresses identified in paragraph J below; or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested to the addresses set forth in paragraph J below.
- O. Notices required by this Agreement shall be sent to:
 - Charlie Lanter
Director, Grants & Special Programs
200 E. Main Street, Lexington, KY 40507
clanter@lexingtonky.gov
GOVERNMENT
 - Sharon Price
Executive Director
710 W. High Street, Lexington, KY 40508
sharon.price@commaction.org
SUBRECIPIENT
- P. All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.
- Q. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- R. The GOVERNMENT's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the GOVERNMENT to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- S. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT.

LIST OF EXHIBITS

Exhibit 1	Landlord Settlement Agreement
Exhibit 2	Client Duplication of Benefits Form
Exhibit 3	Landlord Duplication of Benefits Form
Exhibit 4	Certification of No Income
Exhibit 5	Documentation of Rent-COVID Impact

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Linda Gorton
Linda Gorton, Mayor

ATTEST:

Mackenzie Sommer
Deputy Clerk of Urban County Council

COMMUNITY ACTION COUNCIL

BY *Sharon Price*
Sharon Price, Executive Director

TERMS

1. Tenant and Landlord acknowledge and agree that Tenant owes Landlord unpaid rent and/or requires assistance with current/future rent.
2. Landlord agrees to forgive 100% of any late fees, interest, and penalties related to nonpayment of rent.
3. Landlord agrees to forgive 100% of legal and/or court fees related to Tenant's nonpayment of rent since March 13, 2020.
4. The Landlord shall be paid as follows:
 - a. **Back Rent:** The HSP program, as administered by Community Action Council, shall pay Landlord \$_____ to cover one hundred percent (100%) of any rent arrearage from March 13, 2020 through _____ 2021.
Payment for Back Rent *Last month of back rent covered*
 - b. **Current and Future Rent:** The HSP program shall pay the Landlord for 3 months of future rent, totaling \$_____, thereby paying for rent through _____ 2021.
Future Rent Amount *Last month of future rent paid by HSP*
 - c. The Tenant shall next pay rent for _____ 2021, provided Tenant still resides at the Premises. *Next month Tenant pays*
5. In exchange for payment from the HSP program on behalf of Tenant to Landlord, Landlord agrees that:
 - a. A current written Rental Agreement, signed by both Landlord and Tenant, exists for the Premises.
 - b. As of the date of this Agreement, there is no other material violation of the Rental Agreement by Tenant.
 - c. As of the date of this Agreement, settlement and compromise having been made, Landlord has no remaining factual or legal basis to pursue an action for possession nor eviction as of the date of this Agreement.
 - d. Landlord shall not file nor cause to be filed a complaint for possession nor eviction based upon unpaid rent nor late fees accruing as of the date of this Agreement. Landlord, on its own behalf and on behalf of all successors in interest, forever waives, releases and discharges any claim for any rent-arrearage or late-fees other than the sum set forth in Section 2, provided payment is made to Landlord according to the terms of Section 3.

In the event that only partial payment is made to Landlord pursuant to Section 3, such partial payment paid to Landlord shall be fully credited against Tenant's rent arrearage.
 - e. Landlord will credit the Future Rent Amount toward Tenant's rent due for the current and future month(s), as applicable.

- f. Landlord agrees to not initiate any action relating to the rent arrearage in Section 1 that would affect the credit report of Tenant, nor to pursue collection against Tenant for the period covered by this Agreement.
- g. Landlord agrees to not pursue eviction of Tenant for any rent due prior to March 13, 2020.
- h. Landlord will allow Tenant 45 days from last day of the final month for which HSP funding covers rent before filing for late payment eviction proceedings for nonpayment of rent.
- i. After waiting for the period outlined in Item "h" above, Landlord will provide Tenant 30 days' notice of eviction for nonpayment of rent.
- j. Should the Tenant vacate Premises before the last month for which future rent has been paid by HSP, Landlord shall refund the remaining balance to the Tenant for Tenant's use toward housing stability.

6. Representations by Landlord:

- a. Landlord acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as HSP by Community Action Council for the Lexington-Fayette Urban County Government, that any fraudulent misrepresentation may be punishable under State and/or Federal law.
- b. The undersigned Landlord is the Landlord under the terms of the Rental Agreement (or agent of Landlord acting with binding authority upon Landlord), and all information provided by Landlord to the HSP program is true and accurate to the best of Landlord's knowledge.
- c. There is no other material violation of the Rental Agreement by Tenant other than nonpayment of rent.
- d. That the rent arrearage or future rent to be paid by HSP is not a duplication of assistance coming from another private or public funding source.
- e. Landlord understands this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.

7. Representations by the Tenant:

- a. Tenant acknowledges that by applying for and receiving federal assistance from the U.S. Treasury's COVID-19 Emergency Rental Assistance Program, administered as HSP by Community Action Council for the Lexington-Fayette Urban County Government, that any fraudulent misrepresentation may be punishable under State and/or Federal law.
- b. That undersigned Tenant is the Tenant under the terms of the Rental Agreement, and all information provided by Tenant to the Eviction Diversion program is true and accurate to the best of Tenant's knowledge.
- c. There is no other material violation of the Rental Agreement by Tenant other than nonpayment of rent.
- d. That the rent arrearage or future rent to be paid by HSP is not a duplication of assistance coming from another private or public funding source.
- e. Should the Tenant vacate the Premises before the last month for which future rent has been paid by HSP, and should the Landlord refund the remaining balance to the Tenant, the Tenant will use that refund for the Tenant's own housing stability.

- f. Tenant understands this Agreement, knowingly and willingly enters into it, and has had the opportunity to discuss it with legal counsel, if desired.
 - g. Tenant understands that this Agreement resolves the issue of rent and fees accruing through the date of execution only, and that all other obligations of the Rental Agreement remain enforceable.
8. The parties to this Agreement knowingly, voluntarily and intelligently waive their constitutional right to a trial by judge or jury with respect to any claim, dispute, conflict, or contention, if any, as may arise under the subject matter described herein.

The parties reserve the right to judicially enforce this Settlement Agreement.

THEREFORE, the parties have entered into this Agreement effective as of the first date written above.

Landlord/Agent Signature

Tenant 1 Signature

Printed Name of Landlord/Agent

Printed Name of Tenant 1

Name of agency and title for Agent acting on behalf of Landlord if applicable

Tenant 2 Signature (if applicable)

Printed Name of Tenant 2 (if applicable)

Printed Name of Attorney for Landlord (if applicable)

Printed Name of Attorney for Tenant (if applicable)

MAYOR LINDA GORTON



LEXINGTON

CONNIE GODFREY
DIRECTOR
ADULT & TENANT SERVICES

Emergency Rental Assistance Program Duplication of Benefits Form (Tenant)

Date: _____

Client Name: _____

Client Name: _____

Please mark the box below regarding any prior assistance.

- I/we have **not** applied or received **any** funding assistance for rent and/or utilities from another agency in the past 12 months.
_____ (Initial) _____ (Initial)
- I/we have applied and received funding assistance from the following agencies to assist us with rent and/or utilities from another agency in the past 12 months.
_____ (Initial) _____ (Initial)

Please list name of all organizations and amount received:

Name: _____

Requested\$ _____ Requested\$ _____ Date Received: _____

Name: _____

Requested\$ _____ Requested\$ _____ Date Received: _____

Name: _____

Requested\$ _____ Requested\$ _____ Date Received: _____

- Are there any applications pending from other agencies: Yes or No (IF yes name of agency and date applied) _____

CERTIFICATION: I Certify that the information that I have provided above is an accurate and complete disclosure. I understand that to perjure myself in order to obtain assistance is a fraudulent offense for which I can be prosecuted.

Client Signature: _____

Client Signature: _____



MAYOR LINDA GORTON



LEXINGTON

CONNIE GODFREY
DIRECTOR
ADULT & TENANT SERVICES

Emergency Rental Assistance Proram Duplication of Benefits Form (Landlord)

Date: _____

Dear Owner/Landlord/Agent:

Please complete the following information regarding your current resident who has applied for funding assistance.

Thank you,

Community and Resident Services

Owner/Landlord/Agent Name: _____

Rental Agency Name: _____

Phone Number _____ Email: _____

Resident Name: _____

Property Address: _____

- I/we have **not** received **any** insurance or other assistance for loss of rent and/or utilities from another agency to cover cost for the above resident in the past 12 months _____ (Initial)
- I/we have **not** received **any** funding assistance for rent and/or utilities from another agency to cover cost for the above resident in the past 12 months _____ (Initial)
- I/we have received funding assistance from the following agencies to assist our resident in the past 12 months _____ (Initial)

Please list name of all organizations and amount received:

Name: _____ Amount\$ _____

Name: _____ Amount\$ _____

Name: _____ Amount\$ _____

CERTIFICATION: I Certify that the information that I have provided above is an accurate and complete disclosure. I understand that to perjure myself in order to help another obtain assistance is a fraudulent offense for which I can be prosecuted.

Owner/Landlord/Agent Name: _____ Date: _____

Signature: _____



Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful, false statements of misrepresentation to any department or agency of the U.S. as to any matter within its jurisdiction.



EXHIBIT B

(Property Letterhead)

Tenant Certification of Income and Delinquent Rent

Name:

Address:

Phone Number:

Date:

I, _____, do hereby acknowledge that the rent due on the address listed above in the amount of \$ _____ is past due.

This delinquency is related to a loss of income due to the Covid-19 virus as follows: _____

I further certify that my annual income is \$ _____, which is less than 80% of area median income adjusted for household size as stated below:

Persons in household	1	2	3	4	5	6	7	8
Income Limit	\$44,450	\$50,800	\$57,150	\$63,500	\$68,600	\$73,700	\$78,750	\$83,850

Head of Household Signature

Date

Co- Head of Household Signature

Date

Other Adult Household Signature

Date

Landlord or Property Management Signature

Date

The undersigned certifies that the information contained in his or her application and on this form is true and accurate to the best of his or her knowledge. The undersigned further certifies that he or she understands the Penalty for false or fraudulent statements. 18 U.S.C. Sec. 1001, provides that whoever, in any matter within the jurisdiction of the executive, legislative or judicial branch of the United States Government knowingly and willfully falsifies a material fact or makes any materially false, fictitious or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry, shall be fined or imprisoned, or both. Any funds paid as a part of this program based on fraudulent or erroneous information will be paid back to the Lexington-Fayette Urban County Government and the Lexington-Fayette Urban County Government may institute legal action to recover the same. Additional penalties may include disqualification from receipt of potential future funding.