

**OMNIBUS RENTAL ASSISTANCE PROGRAM
SUBRECIPIENT AGREEMENT**

THIS OMNIBUS RENTAL ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT ("Agreement"), made and entered into on 1 day of ~~September~~^{October}, 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 the **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 PO Box 11610, Lexington, Kentucky 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"); and

WHEREAS, the GOVERNMENT has been awarded federal funds from the U.S. Department of Treasury, under the American Rescue Plan Act of 2021 ("ARPA") to provide for payment of eligible expenses; and

WHEREAS, the GOVERNMENT initiated a Housing Stabilization Program ("HSP") in 2021 to aide eligible households in Lexington with rental and utility assistance;

WHEREAS, the GOVERNMENT has entered into a series of agreements with CAC to manage the HSP services and be responsible for the provision of emergency rental and utility services for the HSP in exchange for receipt of additional funds from Section 501 and/or ARPA and/or any other sources that the GOVERNMENT may designate, including the following:

- a. Emergency Rental Assistance Program Subrecipient Agreement dated January 29, 2021 (as amended February 9, 2021 and May 28, 2021) with original funds of \$5,000,000; and
- b. American Rescue Plan Act of 2021 Subrecipient Agreement dated August 6, 2021 with original funds of \$3,000,000; and

WHEREAS, the GOVERNMENT, having been awarded additional funds under the ERAP program by and through the Kentucky Housing Corporation, now seeks to expand the ERAP services in the community and has agreed to subaward such additional funds to SUBRECIPIENT for this purpose; and

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

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

WHEREAS, the GOVERNMENT and SUBRECIPIENT desire to consolidate and express herein, to the fullest extent possible, the terms and conditions under which SUBRECIPIENT shall discharge the services described in the ERAP and ARPA programs;

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

1. The SUBRECIPIENT will be responsible for providing Rental 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.
2. The SUBRECIPIENT will also be responsible for providing Financial Assistance and Housing Stability Services for Eligible Households in accordance with ARPA, and all applicable federal regulations and any future guidance that is issued regarding the ARPA, and with the regulations that have been developed and/or approved by the GOVERNMENT. Financial Assistance shall include 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.
3. The services shall be provided 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 or ARPA 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

The Grant funds shall be used exclusively in the manner set forth in the schedules attached hereto and incorporated herein by reference as Addendum 1.

D. Matching Funds

No matching funds are required for funding awarded under ARPA or ERAP.

E. Payment

Payment terms are set forth in Addendum 1.

F. Reconciliation

SUBRECIPIENT shall submit to the GOVERNMENT by the 15th 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 electronically 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;
- Reports from Subrecipient's general ledger reflecting all relevant transactions;
- Neighborly or CASTiNET software 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; should GOVERNMENT require that SUBRECIPIENT produce additional documentation, GOVERNMENT shall provide SUBRECIPIENT's designated agent, identified below, timely written notice of same, however, the lack of notice shall not relieve the SUBRECIPIENT from its independent obligation under this Agreement to comply with all applicable federal and state law, including any and all guidance issued by the U.S. Treasury.
- All documentation required for client files must be uploaded into Neighborly and will be reviewed by GOVERNMENT as part of the reconciliation report; for purposes of all obligations of SUBRECIPIENT to remit data, reports, reconciliations or other information or record of its activities, pursuant to the terms of this Agreement and any addenda thereto, SUBRECIPIENT may produce

such data, reports, reconciliations or other information or record of its activities exclusively from and to the then-existing capabilities of the Neighborly and CASTiNET database systems that the GOVERNMENT has directed SUBRECIPIENT to utilize. Nothing in this provision shall be construed so as to limit the SUBRECIPIENT's obligations under this Agreement as to what documents it must retain.

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. GOVERNMENT shall timely communicate in writing to SUBRECIPIENT's designated agent, identified below, any changes in process or procedures for determining eligibility of participants. SUBRECIPIENT will develop and maintain an implementation program to be reviewed and approved by GOVERNMENT. Nothing in this provision shall be construed as to limit the SUBRECIPIENT's independent obligation to comply with all applicable federal and state law, including any and all guidance issued by the U.S. Treasury.

G. Schedule – Time of Performance

The term of this Agreement shall be from February 1, 2021 until all awarded funds are accounted for as set forth in Addendum 1.

H. Timeliness

SUBRECIPIENT must submit a reconciliation to the GOVERNMENT for disbursement of funds expended at least monthly beginning no later than three months from the effective date of this Agreement. Failure to submit a reconciliation in two or more consecutive quarters may result in termination of the Agreement and reallocation of unspent funds at the discretion of the GOVERNMENT.

I. Managerial Covenants.

To promote the shared goal of effectively and efficiently delivering the various program-specific services called for in this Agreement and future allocations, the GOVERNMENT and SUBRECIPIENT agree as to the following general duties, pledges and financial support to facilitate SUBRECIPIENT's execution of the GOVERNMENT'S HSP program:

- A. The GOVERNMENT shall:
 - 1. Provide a full-time point of contact to support the HSP, respond to questions, provide technical assistance, prepare and submit all required reports to the U.S. Treasury Department.
 - 2. Conduct financial reconciliation and compliance monitoring of the HSP and provide reports to SUBRECIPIENT.

3. Provide, at no cost to SUBRECIPIENT, the Neighborly software platform and serve as a liaison with Neighborly to coordinate efforts to ensure the software works as efficiently and effectively as possible to support the program.
4. Make available a contingency fund of non-federal dollars, not to exceed 1% of total amount awarded to SUBRECIPIENT, to pay the expense of any program file found to be out of compliance that cannot otherwise be corrected, provided good faith effort is demonstrated to maintain compliance, and, only after prior authorization by GOVERNMENT, to pay other costs or cost overruns experienced by SUBRECIPIENT and not the result of mismanagement or negligence on the part of SUBRECIPIENT.
5. Review and approve SUBRECIPIENT's policies developed under B2 below.

B. The SUBRECIPIENT shall:

1. Process applications for the various HSP programs in compliance with all federal law and guidance applicable to Section 501 and ARPA as described herein below.
2. Establish written policies and procedures for operation of the HSP, which shall comply with federal law and guidance applicable to Section 501 and ARPA and the terms set forth herein below.
3. Consider reasonable requests from the GOVERNMENT to incorporate program design elements that would improve access for citizens and speed of processing applications.
4. Maintain a public phone number and e-mail address, accessible during normal business hours, through which citizens can access information about the program and application status.
5. Host one or more in-person events per month during which citizens can meet in person with program staff to review and complete applications. These may be location or population specific and not necessarily open to the general public. This is subject to local public health recommendations allowing for the safe implementation of this measure.
6. Provide expedited handling of cases in Fayette District Court to prevent evictions as assigned in communication with the GOVERNMENT or its designee.
7. Utilize the Neighborly (and as necessary, and in compliance with all term of this Agreement, CASTiNET) software platforms to accept and process all applications.
8. Using funds provided by GOVERNMENT for program administration, furnish all staff, facilities, supplies, equipment, or other operational needs except for the Neighborly Software as noted.

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 ARPA and 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 ARPA and ERAP/Section 501 and accompanying regulations, including the following documentation:

1. Any and all electronically signed timesheets and payroll records for all employees who are paid with funds provided pursuant to this Agreement;
2. All documents indicating the cost to the SUBPRECIPIENT for payment of employees' fringe benefits, if those benefits were paid with funds provided pursuant to this Agreement;
3. Any and all documents generated during the procurement process;
4. Any and all receipts for all purchases made using funds provided pursuant to this Agreement;
5. All documentation showing:
 - a. Number of Eligible Households that received rental assistance
 - b. Number of households that applied for assistance
 - c. Rate of acceptance
 - d. Type(s) of assistance provided to each Eligible Household
 - e. Income certifications and re-certifications of all Eligible Households
 - f. Proof that Eligible Households who received ERAP funds directly paid the funds to their respective Landlord
 - g. Verification of Landlords' identities
 - h. Amount of funding provided to each Eligible Household
 - i. Number of monthly rental payments for all Eligible Households
 - j. Number of monthly utility payments for all Eligible Households
 - k. Head of household for each Eligible Household
 - l. Gender of Head of Household
 - m. Race of Head of Household
 - n. Ethnicity of Head of Household
 - o. Address for Head of Household
 - p. Zip code of Head of Household
6. Any and all documents specifically requested by the GOVERNMENT.

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).

The GOVERNMENT and the SUBRECIPIENT agree and acknowledge that SUBRECIPIENT may retain all records required by Section II exclusively in and to the then-existing capabilities of the Neighborly database system that the GOVERNMENT has directed SUBRECIPIENT to utilize.

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 Neighborly and CASTiNET) of any individual or family who applies for and/or receives ERAP or ARPA 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 or ARPA 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.

SUBRECIPIENT and GOVERNMENT agree and acknowledge that SUBRECIPIENT may retain all records that it is required to retain pursuant to this Agreement exclusively within the Neighborly and/or CASTiNET database system that the GOVERNMENT has directed SUBRECIPIENT to utilize and that in order to fulfill the obligations to retain records under this subparagraph D, the GOVERNMENT will retain and preserve the software capability and data within the Neighborly database system on behalf of SUBRECIPIENT.

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 15th of each month.

Monthly reports shall provide information on the activities accomplished.

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, 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 August 31, 2022, 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. Neighborly/CASTiNET.

The primary software program for the SUBRECIPIENT'S performance of all services and activities required by this Agreement, including but not limited to the processing of rental assistance applications, shall be Neighborly. The SUBRECIPIENT may use CASTiNET for generating payment requests, complying with reporting requirements, or for other internal uses, but in no case shall the SUBRECIPIENT use CASTiNET for the processing of rental assistance applications. Any and all uses of CASTiNET by SUBRECIPIENT in the performance of services require by this Agreement are subject to approval by GOVERNMENT. Nothing in this Agreement shall be interpreted as authorizing SUBRECIPIENT to use CASTiNET for any purpose that the GOVERNMENT has not given prior authorization.

The SUBRECIPIENT must ensure that data on all persons served and all activities assisted under ERAP and ARPA are entered into Neighborly software, or, in the case of utility assistance, the CASTiNET system. This provision shall not be interpreted as authorizing SUBRECIPIENT to change its existing process or software program it may use for processing applications for rental or utility assistance.

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 and guidance from the U.S. Treasury, consistent with procedures established by SUBRECIPIENT and reviewed and approved by GOVERNMENT.

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, provided that, before any such termination, GOVERNMENT shall provide advance written notice to SUBRECIPIENT and permit SUBRECIPIENT a reasonable time and not less than forty-five (45) days within which to cure any alleged failure to comply. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the GOVERNMENT and on not less than thirty (30) days advance notice. In the event of termination, the SUBRECIPIENT shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required.

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 its own policies 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. GOVERNMENT has had the opportunity to review and approve such policies.

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, ARPA, 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. Assurances of Compliance with Title VI

As a condition of receipt of this federal financial assistance from the Department of the Treasury, the SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the SUBRECIPIENT may request in the future. The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the SUBRECIPIENT's program(s) and activity(ies), so long as any portion of the SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the SUBRECIPIENT and the SUBRECIPIENT's sub-grantees, contractors, subcontractors, successors, transferees, and assignees: *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the SUBRECIPIENT for the period during which it retains ownership or possession of the property.

7. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

8. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

9. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If the SUBRECIPIENT settles a case or matter alleging such discrimination, the SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the SUBRECIPIENT makes sub-awards to other agencies or other entities, the SUBRECIPIENT is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The SUBRECIPIENT understands and agrees that the United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the SUBRECIPIENT certifies that its authorized official(s) has read and understood the SUBRECIPIENT obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the SUBRECIPIENT is in compliance with the aforementioned nondiscrimination requirements.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. Religious Activities

The SUBRECIPIENT agrees that ERAP or ARPA 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).

M. 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.

N. Insurance & Bonding

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

O. 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.

- P. 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.
- Q. 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.
- R. 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.

IX. GENERAL CONDITIONS

- A. The SUBRECIPIENT agrees to use ERAP and ARPA 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 ARPA or ERAP funds on the Landlord's agreement to dismiss any pending eviction proceedings against the Eligible Household.

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

- C. GOVERNMENT may designate such persons as may be necessary to monitor and evaluate the services rendered by the SUBRECIPIENT. The GOVERNMENT, its agents and employees, shall, at all reasonable times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of SUBRECIPIENT, or to constitute SUBRECIPIENT an agent of the GOVERNMENT.
- D. SUBRECIPIENT agrees that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of goods, products or materials produced in the United States.
- E. 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.

- F. 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 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 in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this contract.

- G. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

- H. GOVERNMENT is a political subdivision of the Commonwealth of Kentucky. SUBRECIPIENT acknowledges and agrees that the GOVERNMENT is unable to provide indemnity or otherwise save, hold harmless, or defend the SUBRECIPIENT in any manner.

- I. SUBRECIPIENT understands and agrees that it shall demonstrate the ability to assure compliance with the above indemnity provisions and other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

- J. SUBRECIPIENT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to the GOVERNMENT in order to protect the GOVERNMENT against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the SUBRECIPIENT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate (or \$2 million combined single limit)
Worker's Compensation	Statutory
Employer's Liability	\$1 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of

Kentucky (DOI). The GOVERNMENT shall be named as an additional insured in the General Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by the GOVERNMENT.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by the GOVERNMENT.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The GOVERNMENT shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to the GOVERNMENT and shall be in a form acceptable to the GOVERNMENT. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

After insurance has been approved by the GOVERNMENT, evidence of renewal of an expiring policy must be submitted to the GOVERNMENT, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by the GOVERNMENT's Division of Risk Management, upon review of evidence of SUBRECIPIENT's financial capacity to respond to claims. Any such programs or retentions must provide SUBRECIPIENT with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If SUBRECIPIENT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, SUBRECIPIENT agrees to provide the GOVERNMENT's Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

SUBRECIPIENT agrees to furnish GOVERNMENT with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide the GOVERNMENT copies of all insurance policies, including all endorsements. SUBRECIPIENT understands and agrees that GOVERNMENT may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

- K. 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.
- L. 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.
- M. 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.
- N. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
- O. 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.
- P. This Agreement, or any part hereof, may be amended from time to time hereafter only in

writing executed by the GOVERNMENT and the SUBRECIPIENT.

- Q. 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.
- R. 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.
- S. If the SUBRECIPIENT breaches any term of this Agreement or any addendum hereto, then GOVERNMENT is entitled to pursue legal action against SUBRECIPIENT to the fullest extent of the law. The parties agree that any waiver of a term in this Agreement shall not constitute an ongoing waiver of that term, nor shall it be interpreted as a waiver of any other terms of this Agreement. Further, 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.
- T. 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 below.

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

The GOVERNMENT shall provide written notice of any and all changes to the requirements under this Agreement, or any additional expectations, changes in

procedures or reporting requirements to SUBRECIPIENT's designated agent and Executive Director, as set forth below.


Leidy Borges
710 W. High Street,
Lexington, Kentucky 40508
leidy.borges@commaction.org

- U. 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.
- V. 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.
- W. 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.
- X. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior agreements or contemporaneous communications and proposals, whether electronic, oral, or written between the parties relating to the GOVERNMENT'S allocation of funding to SUBRECIPIENT, including but not limited to the ERAP agreement dated January 29, 2021, as amended February 9, 2021 and May 28, 2021 and the ARPA agreement dated August 6, 2021.

[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, Mayor

ATTEST:



Mackenzie Stock
Clerk of Urban County Council

COMMUNITY ACTION COUNCIL

BY 

Sharon Price, Executive Director

ADDENDUM 1

This Addendum to an Omnibus Rental Assistance Program Subrecipient Agreement (“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 Sept. 29, 2021, is made and entered into contemporaneously with that Agreement.

The parties to the Agreement agree that the total amounts paid by the GOVERNMENT pursuant to the Agreement shall not exceed the amounts stated herein, absent an amendment to this Addendum 1.

I. ERAP

- A. Remaining balance of \$5,000,000 in funds awarded and funded pursuant to agreement dated January 29, 2021, as amended February 9, 2021 and May 28, 2021:

\$44,818.23

1. Of the total amount budgeted for Financial Assistance, the original total must be expended by SUBRECIPIENT no later than **September 30, 2022** 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 the amount budgeted for Financial Assistance by **September 30, 2022**, 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 the amount budgeted for Financial Assistance by **September 30, 2022**, 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 services related to COVID-19 to help keep households stably housed, as defined by the Treasury Secretary.

Administrative Costs include data collection, supplies, equipment, management, rent, and reporting requirements and anything else needed to effectively run the program. The SUBRECIPIENT may cover indirect costs attributable to an approved indirect cost rate. The total amount of administrative and indirect costs combined may not exceed 9% of the total awarded (\$5,000,000.00).

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.

2. 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.

B. Additional funds awarded October 1, 2021:

Rental Assistance	\$ 9,582,300
<u>Administrative Costs</u>	<u>\$ 947,700</u>
	\$10,530,000

1. Of the total amount budgeted under this Agreement, 50% of this total must be expended by SUBRECIPIENT no later than **April 30, 2022**. All funds must be expended by **August 1, 2022**.

Rental 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, supplies, equipment, management, rent, and reporting requirements and anything else needed to effectively run the program and reporting requirements and indirect costs attributable to an approved indirect cost rate. The total amount of administrative and indirect costs may not exceed 9% of the total awarded (\$10,530,000.00).

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.

2. When expending these funds, SUBRECIPIENT agrees to make every reasonable effort to display the Team Kentucky logo on printed or electronic materials and identify that funding was provided through Team Kentucky.
3. The GOVERNMENT will advance \$3 million upon execution of this Agreement and \$3 million every time the funding balance falls below \$1,000,000.00 in Neighborly until funds are exhausted. The GOVERNMENT may also disburse all or a portion of these funds to the SUBRECIPIENT in one or more additional 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.

II. ARPA

- A. Remaining balance to be spent of \$3,000,000 in funds awarded pursuant to agreement dated August 6, 2021:

\$1,937242.76

1. Of the total amount budgeted for Financial Assistance, the original total must be expended by SUBRECIPIENT no later than **December 31, 2022**. 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 the amount budgeted for Financial Assistance by **December 31, 2022**, 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 the amount budgeted for Financial Assistance by **December 31, 2022**, 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.

2. The SUBRECIPIENT may only use the funds provided under this subaward to carry out the activities described in Addendum 1 to 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.
3. 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. Administrative Costs include data collection, supplies, equipment, management, rent, and reporting requirements and anything else needed to effectively run the program and reporting requirements and indirect costs attributable to an approved indirect cost rate. The total amount of administrative and indirect costs may not exceed 12% of the total awarded (\$3,000,000.00).

The parties agree that this Addendum 1 is incorporated into the Agreement as if fully stated therein, and all other terms and conditions of the Agreement 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