

**EMERGENCY SOLUTIONS GRANT PROGRAM  
SUBRECIPIENT AGREEMENT**

**THIS AGREEMENT**, made and entered into on 19 day of December, 2019, 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 FOR LEXINGTON-FAYETTE, BOURBON, HARRISON AND NICHOLAS COUNTIES, INC.**, a non-stock, non-profit Kentucky corporation, organized pursuant to KRS Chapter 273, and whose mailing address is P.O. Box 11610, Lexington, Kentucky 40576 (hereinafter referred to as "SUBRECIPIENT").

**WHEREAS**, the GOVERNMENT has been awarded federal funds from the U.S. Department of Housing and Urban Development's (hereinafter referred to as "HUD"), Emergency Solutions Grant Program (CFDA #14.231);

**WHEREAS**, the Government's 2019 Consolidated Plan provides for the allocation of funds to the Subrecipient for the purpose of supporting rapid rehousing services for individuals and families who are homeless or at risk of homelessness;

**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 rapid rehousing for individuals and families who are homeless or at risk of homelessness in accordance with the federal regulations at 24 CFR Part 576, and with the regulations that have been developed and/or approved by the Lexington-Fayette Urban County 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 days after being notified by the GOVERNMENT, the GOVERNMENT may impose additional conditions on the SUBRECIPIENT and its use of ESG 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 \$104,320 shall be used exclusively as follows:

	<b>ESG</b>	<b>GOVERNMENT Match</b>
<u>Rapid Rehousing</u>	<u>\$27,488</u>	<u>\$27,488</u>
<b>Total:</b>	<b>\$27,488</b>	<b>\$27,488</b>

	<b>ESG</b>	<b>SUBRECIPIENT Match</b>
<u>Rapid Rehousing</u>	<u>\$24,672</u>	<u>\$24,672</u>
<b>Total:</b>	<b>\$24,672</b>	<b>\$24,672</b>

SUBRECIPIENT must adhere to the Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards (Exhibit 1) and must adhere to a set of ESG Program Policies and Procedures as previously approved in writing by LFUCG and must obtain approval for changes to those Policies and Procedures.

The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of ESG ineligible activities and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

D. Matching Funds

In accordance with Sec. 416, 42 USC 11375, ESG Funds must be matched 100% with eligible sources. Eligible match sources are identified in 24 CFR 576.201. The commitment of match from the SUBRECIPIENT is for the amount of \$24,672 as defined above. The SUBRECIPIENT will provide, from its own revenues, matching funds equal to the amount of grant funds expended. The GOVERNMENT will also provide matching funds as outlined above.

E. Payment

It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$79,648.

## F. Invoicing

The SUBRECIPIENT shall invoice the GOVERNMENT on a monthly basis for the reimbursement of actual expenditures incurred. SUBRECIPIENT's invoice must be for the services and eligible expense specified in Paragraph C above.

All requests for payments through this program will be submitted to the Division of Grants and Special Programs for processing. Monthly invoices shall include SUBRECIPIENT's documentation and source of matching funds.

Initial enrollment invoices for rapid rehousing will contain:

- the amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income
- proof of rent reasonableness
- utility allowance work sheet
- HMIS 640 report
- rental assistance agreement and
- completed Housing Barriers Assessment Tool.

Requests for current program enrollees should include:

- amount of payment
- participant's name and address
- vendor to be paid
- proof of participant income if changes have occurred
- HMIS 640 report
- documentation of monthly meeting, and
- completed Housing Barriers Assessment Tool.

In determining eligibility of participants, all federal criteria on definition of "homeless" and "at-risk of homelessness" must be followed. The SUBRECIPIENT shall maintain documentation of program eligibility.

## G. Schedule – Time of Performance

The term of this Agreement shall be December 1, 2019, through May 31, 2021.

## H. Timeliness

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

## I. RECORDS AND REPORTS

### A. Records to be Maintained

The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR Part 570.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records documenting homeless and/or at-risk of homelessness status of program participants;
2. Records documenting ineligible clients;
3. Records documenting annual income of program participants;
4. Records documenting rental assistance agreements and payments, utility allowances, shelter and housing standards, emergency shelter facilities, services and assistance provided, coordination with Continuum of Care and other programs, participation in HMIS, matching funds;
5. Records documenting Matching Funds. The SUBRECIPIENT must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201;
6. Records documenting conflicts of interest. The SUBRECIPIENT must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions;
7. Records documenting Homeless participation (§ 576.405);
8. Records documenting Faith-based activities (§ 576.406);
9. Records documenting financial records which includes supporting documentation for all costs charged to the ESG grant;
10. Records documenting other federal requirements as detailed below.

### B. Client Data and Other Sensitive Information

The SUBRECIPIENT must develop and implement written procedures to ensure:

- i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in HMIS) of any individual or family who applies for and/or receives ESG 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 ESG 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.

C. 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.

D. Reporting

1. Quarterly Reports

The SUBRECIPIENT shall submit to the GOVERNMENT quarterly reports for each quarter during which these federal funds are used for program operations. Quarterly reports are due as follows:

<b>Quarter</b>	<b>Due</b>
July-September	October 30
October-December	January 30
January-March	April 30
April-June	July 30

Quarterly reports shall provide information on the activities accomplished. Specifically, quarterly reports shall provide information on the number of individuals and families served by the SUBRECIPIENT.

The SUBRECIPIENT must also provide Division of Grants and Special Programs with quarterly reports describing the clients served. This report shall include data concerning the number, age, sex, race, ethnicity, and family status of the adults and children served under this project along with the HMIS 640 report.

2. Annual Reports

An annual report is required and shall provide the following information about the employees of the SUBRECIPIENT'S organization: race, age, sex, and disability. Additional annual reports required are the "Unservd" and the "Program Participant" reports. The Program Participant report shall provide an unduplicated count of the

individuals receiving financial assistance under this program and the number of persons who received other types of prevention services. A form will be provided for your use in meeting these reporting requirements. Annual reports shall be submitted to the GOVERNMENT no later than July 30<sup>th</sup>.

E. 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.

F. 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 the 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.

G. 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, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

## II. GENERAL PROGRAM CONDITIONS

The SUBRECIPIENT shall comply with the McKinney-Vento Homeless Assistance Act as amended by the HEARTH ACT of 2009 (42 U.S.C. §§ 11371-11378), and will acknowledge that the funds being provided by the GOVERNMENT for said activity are received by the GOVERNMENT pursuant to Title 42 of the U.S. Code, as well as Title 24, Part 576 of the Code of Federal Regulations. Expenditures of these funds will be in accordance with ESG Program related laws and with all pertinent regulations issued by agencies of the federal government.

### A. HMIS

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

### B. Coordinated Entry

The SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, with other programs targeted to homeless people in the area covered by the Lexington Continuum of Care, which provides a strategic, community-wide system to prevent and end homelessness for the area. The SUBRECIPIENT must contact the Continuum of Care Coordinator with the Office of Homelessness Prevention and Intervention to ensure program participation in the Lexington Continuum of Care's Coordinated Entry system. All program participants enrolled by the SUBRECIPIENT must come from the Coordinated Entry process ensuring that the screening, assessment and referral of program participants are consistent with the Lexington Continuum of Care's written Coordinated Entry standards. A victim service provider may NOT choose not to use the Continuum of Care's centralized or coordinated assessment system.

### C. Client Eligibility and Evaluation of Program Participants Eligibility and Needs

The SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under §576.400(d) and the written standards established under §576.400(e).

The SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance as outlined in 24 CFR 576.401(b).

D. Calculating Income

When determining the annual income of an individual or family, the SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609 as outlined in 24 CFR 576.401(c).

E. Case Management

The SUBRECIPIENT shall follow the requirements for housing stability case management outlined in 24 CFR 576.401(e).

F. Terminating Assistance

If a program participant violates program requirements, the SUBRECIPIENT may terminate the assistance in accordance with a formal process established by the SUBRECIPIENT that recognizes the rights of individuals affected. See 24 CFR 576.402

G. Shelter and Housing Standards

The SUBRECIPIENT certifies that shelters and housing supported by ESG funds and used by ESG beneficiaries will conform to 24 CFR 576.403.

H. Homeless Participation

The SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. See 24 CFR 576.405(a)

If the SUBRECIPIENT is unable to meet requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). See 24 CFR 576.405(b)

The SUBRECIPIENT certifies that it will involve, to the maximum extent practicable, homeless individuals and families in constructing renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities. See 24 CFR 576.405(c) and 42 USC 1 1375(d).



### III. 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 ESG, 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 said funds only for the same purposes for which said funds may be expended pursuant to the terms and conditions of this AGREEMENT.

Costs paid by program income may count toward meeting the matching requirements, provided the costs are eligible ESG costs that supplement the program.

### IV. 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.

### V. REVERSION OF ASSETS

SUBRECIPIENT will return to the GOVERNMENT, upon expiration or termination of this Agreement, any ESG funds that have not been expended, all Program Income, and any accounts receivable resulting from the use of ESG 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 City.

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

### VI. 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 CDBG 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 must comply with CDBG regulations regarding debarred or suspended entities at (24 CFR 570.489(1)). CDBG 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.

## VII. ADHERENCE TO FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

### A. General

The SUBRECIPIENT agrees to comply with all requirements of the ESG program and applicable cross-cutting Federal, State, and Local requirements.

### 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, familial 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. Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded subrecipients. The SUBRECIPIENT has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

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 Section 1501 et seq.

I. Labor and Employment Restrictions

The SUBRECIPIENT shall comply with the in 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. Displacement and Relocation

The SUBRECIPIENT must assure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR § 576.408.

K. Section 3 of the Housing and Urban Development Act of 1968

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 movement 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).

L. 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 whom he or she has family or business ties, during his or her tenure or for one ( 1) year thereafter.

The SUBRECIPIENT agrees to abide by the ESG Program's Conflict of Interest provisions as expressly detailed in 24 CFR § 576.404 regarding Organizational Conflicts of Interest and Personal Conflicts of Interest. All contractors of the SUBRECIPIENT must comply with the same requirements that apply to the SUBRECIPIENT under this section.

M. 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.

N. Religious Activities

The SUBRECIPIENT agrees that 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).

O. 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.

P. Insurance & Bonding

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

Q. 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.

## R. Environmental Conditions

1. The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GOVERNMENT'S responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.
2. ESG activities are subject to environmental review by HUD under the environmental regulations in 24 CFR 50. The SUBRECIPIENT, or any contractor of the SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until the GOVERNMENT has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.
3. The SUBRECIPIENT agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. If applicable, the SUBRECIPIENT also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966.

## S. Lead-Based Paint

1. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants that were built before 1978.
2. The purpose of Subpart K is to establish procedures to eliminate as far as practicable lead-based paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation.
3. In connection with the grant funds under this AGREEMENT, the GOVERNMENT requires that the SUBRECIPIENT comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs").
4. All housing occupied by program participants must meet The Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and implementing regulations. For inspections of units for compliance, call the Grant Compliance Supervisor in the Division of Grants and Special Programs.

5. SUBRECIPIENT will be responsible for distributing “Protect Your Family From Lead In Your Home,” (EPA-747-K-12-001) to program participants residing in rental units built before 1978. SUBRECIPIENT shall be responsible for documenting compliance with distribution of this document and placing proof of compliance in each client’s file.

## **VI. GENERAL CONDITIONS**

- A. The SUBRECIPIENT agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. 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.

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.
- C. The SUBRECIPIENT shall provide Workers' Compensation insurance coverage for all its employees involved in the performance of this Agreement.
  - D. 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 government purposes.

- E. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the GOVERNMENT and the SUBRECIPIENT.
- F. 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.
- G. 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.
- H. 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; (ii) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) when delivered or mailed by certified mail, postage prepaid, or return receipt requested. The addresses for such communications shall be to the respective addresses or of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing.

#### **LIST OF EXHIBITS**

<b>Exhibit 1</b>	Lexington-Fayette Continuum of Care Rapid Rehousing Program Standards
<b>Exhibit 2</b>	Lexington-Fayette Continuum of Care Policies and Procedures for Common Assessment and Coordinated Entry
<b>Exhibit 3</b>	Homeless Checklist & At-risk Checklist
<b>Exhibit 4</b>	Income Checklist
<b>Exhibit 5</b>	Fair Market Rent
<b>Exhibit 6</b>	Rent Reasonableness Policy and Form
<b>Exhibit 7</b>	Eligible Incomes by Family Size
<b>Exhibit 8</b>	Utility Allowance Worksheet
<b>Exhibit 9</b>	Rental Assistance Agreement
<b>Exhibit 10</b>	Recertification Requirements
<b>Exhibit 11</b>	Disclosure of Information on Lead-Based Paint
<b>Exhibit 12</b>	Protect your Family From Lead in Your Home Brochure
<b>Exhibit 13</b>	Treatment of Assets Policy

[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 Semmers*  
\_\_\_\_\_  
Clerk of Urban County Council

COMMUNITY ACTION COUNCIL FOR  
LEXINGTON-FAYETTE, BOURBON,  
HARRISON AND NICHOLAS COUNTIES, INC.

BY *Sharon Price*  
\_\_\_\_\_  
Sharon Price, Executive Director