

SUBRECIPIENT AGREEMENT BETWEEN THE LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT AND GREENHOUSE17 FOR THE CARES ACT FUNDING
EMERGENCY SOLUTIONS GRANT PROGRAM (ESG-CV)

THIS AGREEMENT, made and entered into on this 27th day of October, 2020, 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 GREENHOUSE17, INC., a Kentucky non-stock non-profit corporation pursuant to KRS Chapter 273, and whose post office address is P.O. Box 55190, Lexington, KY 40555 (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, the Government has been awarded federal funds from the U.S. Department of Housing and Urban Development, under the Emergency Solutions Grant program (CFDA 14.231), to provide for the payment of certain expenses related to operating emergency shelters under The Coronavirus Aid, Relief, and Economic Security (CARES Act);

WHEREAS, the Government's 2019 Consolidated Plan/Annual Action Plan has been amended to allocate funds in the amount of \$373,493.00 to the Subrecipient for the purpose of expenses related to preventing, preparing for, and responding to the coronavirus incurred while operating an emergency shelter;

WHEREAS, the Government's responsibility for ensuring compliance with all grant requirements by subrecipient entities necessitates an 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:

ARTICLE I

Obligations of the Government

The Government assumes the following obligations:

1. To provide **Three Hundred Seventy Three Thousand Four Hundred Ninety Three Dollars (\$373,493.00)** in grant funds to Greenhouse17, located in Lexington-Fayette County, for expenses incurred to prevent, prepare for, and respond to the coronavirus in the course of operating an emergency shelter.
2. To prepare and submit any necessary reports to the funding agencies.
3. To share responsibilities with the Subrecipient for the approval of disbursements of the grant funds.
4. To monitor Subrecipient in operation of herein described services to ensure compliance with regulations at 24 CFR Part 576.

ARTICLE II

Obligations of the Subrecipient

The Subrecipient assumes and makes the following obligations and representations:

1. To operate, maintain, and manage Subrecipient's shelter and service program in accordance with 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, for so long as the Emergency Solutions Grants program funds are used for operation.
2. To establish written standards for the provision of assistance under the Emergency Solutions Grants program and to apply these standards consistently for all program participants.
3. To fully staff the facilities and provide for appropriate supervision at all times.
4. To connect program participants to mainstream and other resources, as needed, including assistance in obtaining permanent housing, medical health treatment, counseling, supervision, and other services essential for achieving independent living. This includes all Federal, State, local, and private assistance available to assist the participant in obtaining housing stability.
5. To expend all grant monies by May 31, 2022.
6. To expend funds under this Agreement only on expenses related to preventing, preparing for, and responding to the coronavirus.

ARTICLE III

Program Requirements

1. The parties agree that for the purposes of this Agreement, the word "homeless" shall mean:

(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. § 5732a), section 637 of the Head Start Act (42 U.S.C. § 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. § 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. § 254b(h)), section 3 of the Food and Nutrition Act

of 2008 (7 U.S.C. § 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. § 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11434a); (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

2. Grant monies will be used solely for operating expenses of the emergency shelter, which shall be used as a non-congregate emergency shelter for homeless individuals and families. Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, staff, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. All expenses under this agreement must be related to preventing, preparing for, and responding to the coronavirus.

3. The Subrecipient must maintain and follow written intake procedures to ensure compliance with the homeless definition as provided in this Agreement. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence, which shall be: third-party documentation first; intake worker observations second; and, certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made. Subrecipient agrees to fully comply with 24 CFR 576.500 in the documentation of client eligibility for emergency shelter services. For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

4. Subrecipient agrees that any emergency shelter that received assistance for shelter operations must meet the following minimum safety, sanitation, and privacy standards, except where such requirements may be waived by U.S. Department of Housing and Urban Development (“HUD”) under the CARES Act or in response to the coronavirus pandemic:

(1) *Structure and materials.* The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.

(2) *Access.* The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. §§ 3601 *et seq.*) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. §§12131 *et seq.*) and 28 CFR part 35; where applicable.

(3) *Space and security.* Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.

(4) *Interior air quality.* Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

(5) *Water supply.* The shelter’s water supply must be free of contamination.

(6) *Sanitary facilities.* Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

(7) *Thermal environment.* The shelter must have any necessary heating/cooling facilities in proper operating condition.

(8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

(9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

(10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.

(11) *Fire safety.* There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

5. Subrecipient shall submit monthly invoices to the Government showing expenses incurred. Invoices shall include copies of employee timesheets, payroll registers, and copies of invoices for goods and services for which reimbursement is requested. Monthly invoices shall include monthly program reports of persons served. Subrecipient shall submit documentation for employee fringe benefits for which reimbursement is requested. Monthly invoices shall also include Subrecipient’s documentation and source of matching funds. The Subrecipient shall provide cost analysis for all expenses. Invoices shall indicate how expenses were used to prevent, prepare for, and respond to the coronavirus.

6. Subrecipient shall submit to the Government, for each month during which these grant funds are used, a monthly report describing the clients served during the month. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the month. Monthly reports shall also include information on the number of persons served by facility type and the number of persons who exit to permanent housing. Data shall be aggregate statistics rather than individual level, and shall be in the form prescribed by the Government. Monthly reports shall be submitted no later than 30 days following the end of each month.

7. Subrecipient shall submit to the Government an annual report describing the clients served during the year. This report shall include data concerning the unduplicated number of persons, age, sex, race, ethnicity, national origin, veteran status, disability, and family status of individuals served during the year. Annual reports shall also include information on the unduplicated number of homeless persons served by facility type and the number of persons who exit to permanent housing. Data shall be aggregate statistics rather than individual level, and shall be in the form prescribed by the Government. Annual reports shall be submitted no later than 30 days following the end of each year.

8. Subrecipient shall provide other performance metrics as may be required by HUD and by the Kentucky Homeless Management Information System. This includes any additional reporting which may be required for compliance with the CARES Act.

9. Subrecipient shall submit to the Government a report on the age, race, sex, and disability status of the Subrecipient's employees. This report shall be submitted to the Government no later than July 30 of each year in which these federal funds are expended by the Subrecipient.

10. The Subrecipient shall comply with the requirements of 24 CFR 576.402 which provides for the termination of assistance to individuals who violate program requirements. This section requires that termination of assistance must be in accordance with a formal process established by the Subrecipient that recognizes the rights of individuals affected. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. Subrecipient shall provide the Government with a written copy of the process it will use for termination.

11. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Government or the Subrecipient, or a parent or subsidiary of the Subrecipient. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103. For the procurement of goods and services, the Subrecipient must comply with the codes of conduct and conflict of interest requirements under 2 CFR 200.318 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply: (1) No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an

assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

12. Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants. Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

13. To the maximum extent practicable, the Subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

14. The Subrecipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS (homeless management information system) in accordance with HUD standards.

15. 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 (hereinafter "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 must use the Continuum of Care's centralized or coordinated assessment system and may not opt out of using this system.

16. The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care, or in the area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include: (1) Shelter Plus Care Program (24 CFR part 582); (2) Supportive Housing Program (24 CFR part 583); (3) Section 8 Moderate Rehabilitation Program for Single

Room Occupancy Program for Homeless Individuals (24 CFR part 882); (4) HUD—Veterans Affairs Supportive Housing (HUD–VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110–161 (2007), 73 FR 25026 (May 6, 2008)); (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII–B of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*)); (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa–5)); (7) Healthcare for the Homeless (42 CFR part 51c); (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*)); (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc–21 *et seq.*)); (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act); (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*)); (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975)); (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021); (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043); (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61); (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031); (17) Homeless Veterans Dental Program (38 U.S.C. 2062); (18) Supportive Services for Veteran Families Program (38 CFR part 62); and (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).

17. The Subrecipient must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

18. The Subrecipient agrees to ensure that no 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), occurs as a result of assistance provided under this Agreement. The Subrecipient also agrees to create and retain records documenting how it prevented a Duplication of Benefits.

19. The Subrecipient further understands and agrees to follow any and all requirements that apply to the receipt of ESG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136), including but not limited to the requirements identified in **Attachment A** to this Agreement, the terms of which are incorporated as if fully stated herein.

ARTICLE IV

Additional Requirements

1. The Subrecipient must maintain current accurate records necessary to document compliance with the grant requirements for a period of five (5) years following final expenditure of grant funds. These records shall include, but not be limited to: receipts, payroll, demographic data

on clientele, and other relevant records. The Government will have access to and the right to inspect, copy, audit and examine all such records.

2. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap. The Subrecipient shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

3. The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601 through 3619, and all implementing regulations and executive orders; shall comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107); and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794).

4. In accordance with 24 CFR 5.105 and section 2-33 of the Code of Ordinances of the Lexington-Fayette Urban County Government, the Subrecipient shall ensure that HUD-assisted housing or other services being provided pursuant to this Agreement shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Neither Grantee nor any of its agents will inquire about the sexual orientation or gender identity of any applicant for or person receiving HUD-assisted housing or other services.

5. The Suprecipient understands that Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u, and implementing regulations at 24 CFR part 135 shall apply, except that homeless individuals shall have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).

6. The Subrecipient shall administer a policy designed to ensure that Greenhouse 17 is free from the illegal use, possession, or distribution of drugs or alcohol by its employees and beneficiaries.

7. 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. 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. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Government policy concerning Subrecipient audits and, as applicable, 2 CFR Part 200. 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 Subrecipient's fiscal year. 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.

8. The Subrecipient agrees to comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" 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. The Subrecipient shall administer its program in conformance with 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

9. The Subrecipient shall comply with the requirements of Section 832(e)(2)(c) of the Cranston-Gonzalez National Affordable Housing Act (P.L. 101-625) which states that procedures must be developed and implemented to insure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services.

10. The Subrecipient must publicize that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the Subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the Subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, the Subrecipient is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

11. 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 Agreement 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 Agreement 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 Agreement;

For the purposes of this Indemnity Provision:

- a) 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.
- b) 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.
- c) 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.

12. No right, benefit or advantage inuring to the Subrecipient and no burden imposed on the Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the Government.

13. This Agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and the Subrecipient.

14. 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.

15. 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.

16. Subrecipient certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of its knowledge and belief, that it, its principals, and its subcontractors:

- a) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;
- b) Have not within a three-year period preceding this proposal been convicted of, and/or had a civil judgment rendered against them, in connection with any of the following allegations: fraud; obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or, receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.

17. 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.

18. This Agreement constitutes the entire agreement between the parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the parties relating to the Government's allocation of funding to Subrecipient.

19. 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.

20. Any 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

NAME:
TITLE:
ADDRESS:
EMAIL ADDRESS:
SUBRECIPIENT

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
Linda Gorton, Mayor

ATTEST:

Markerie Sammons
Deputy Clerk of Urban County Council

Greenhouse 17
BY: *Darlene Thomas*
Darlene Thomas, Executive Director

ESG-CV SPECIFIC PROVISIONS

In addition to the terms and conditions in this Agreement, the following requirements apply to the receipt of ESG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

Additional ESG-CV Requirements:

- 1) The Subrecipient agrees to comply with the requirements in the CARES Act that apply to ESG-CV grants and must use the ESG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The Subrecipient agrees to comply with the requirements of implementing regulations at 24 CFR part 576, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to ESG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Subrecipient may use ESG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The Subrecipient agrees to ensure that no Duplication of Benefits occurs as a result of any assistance provided under this Agreement, and further agrees to establish and maintain adequate procedures to prevent any Duplication of Benefits, as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The Subrecipient hereby agrees to reimburse the Government from any grants or loans under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the Government to be a duplication of benefits ("DOB"). Upon receiving any DOB proceeds, Subrecipient agrees to immediately notify the Government. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Government forthwith.

By:  Date: 10.22.20