

SUBRECIPIENT AGREEMENT

Agreement between North Carolina Emergency Management and United Way of North Carolina for Rebuild NC Housing Recovery

THIS AGREEMENT is entered this day of January 31, 2018 by and between United Way of North Carolina-NC 2-1-1" or the "Subrecipient" or the "Subgrantee") and the North Carolina Division of Emergency Management ("NCEM" or the "Grantee").

I. RECITALS

WHEREAS, Pursuant to Public Law 114-254 and the Federal Register Notice dated January 18th, 2017 at 82 Fed. Reg. 5591 the U.S. Department of Housing and Urban Development ("HUD") has awarded \$198,553,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the Grantee for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the Grantee's Action Plan (the "Action Plan"); and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to carry out a part of the Grantee's Federal award by committing \$140,000 of the Grantee's Federal award, pursuant to this Subrecipient Agreement (the "Agreement"); and

WHEREAS, the CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee's Federal award; and

WHEREAS, the Grantee needs to provide a service to survivors of Hurricane Matthew the subrecipient is uniquely positioned to provide. The Grantee, through the ReBuild NC Recovery program, is providing survivors of Hurricane Matthew the opportunity to apply for housing recovery grants. Each application must be conducted in person, and upon completion, each applicant has to be able to check on the status of his or her application per federal regulations. The Subrecipient will provide these services to Hurricane Matthew storm survivors; and

WHEREAS, the Subrecipient has legal authority to enter this Agreement, and the Subrecipient's governing body has authorized the Subrecipient to enter this Agreement with the Grantee, and by signing this Agreement, to assure the Grantee that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, in consideration of the need for recovery and the premises and mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

II. GENERAL AWARD INFORMATION

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in section I of this Agreement, and creates a Federal assistance relationship with the Subrecipient. This Agreement must be updated to reflect any changes to the federal award and the following award information:

Contact information:

Grantee: Michael A. Sprayberry

Subrecipient: Laura Zink Marx

Title: Director, NCEM

Title: President & CEO, UWNC

Address: 1636 Gold Star Drive

Address: 875 Walnut Street Suite 150B.

City, State, ZIP: Raleigh, NC 27607

City, State, Zip: Cary, NC 27511

Telephone: (919) 825-2291

Telephone: (919) 834-5200 ext. 101

Federal Award Identification Number: 56-1511847

CFDA Number and Name: 14.228 Community Development Block Grant/State's Program

Federal Award Date: August 14, 2017

Federal award project description: The Grantee is entering into this Agreement with the Subgrantee because of the Subgrantee's unique ability to provide a crucial service to NC Hurricane Matthew survivors. The ReBuild NC Recovery Program is the program the State of NC is running to provide Hurricane Matthew survivors with housing recovery grants through the awarded CDBG-DR funds. Each individual grant requires disaster survivors to enter the program beginning with an-application submitted at an in-person appointment with designated staff. NC 2-1-1 will be the primary contact to schedule an in-person appointment to apply, and NC 2-1-1 will confirm the appointments. In the counties not expecting large volume of awards, NC 2-1-1 will collect information to be provided to designated State Recovery staff (the "Recovery Team") and County staff. NC 2-1-1 will be prepared to answer applicant questions, and will conduct confirmation calls to scheduled appointments. NC 2- 1-1 will assist callers with appeals documents, and will escalate concerns to the Recovery Team. NC 2-1- 1 will submit regular financial and progress reports and will also be prepared to connect callers with additional recovery resources for unmet needs provided by the state. A list of designated staff and a budget outlining resources provided to the Subgrantee are below.

Subrecipient's unique entity identifier: 56-0564547

Subaward Period of Performance: 12/1/17 –6/1/18

Total Amount of the Federal Award Committed to the Subrecipient by the Grantee: \$140,000

Amount of Federal funds obligated by this agreement: \$140,000

Total Amount of Federal Funds Obligated to the Subrecipient: \$140,000

III. SCOPE OF SERVICE

A. Eligible Use of Funds

As a condition of receiving this subaward, the Subrecipient shall assist in the administration of the ReBuild NC Recovery Program, which includes performing all of the work described in this section. The Subrecipient shall complete the activities in a manner satisfactory to the Grantee and consistent with the terms and conditions of this Agreement and applicable Federal statutes and regulations.

Prohibited Activities

In providing the services contemplated under this Agreement, the Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, 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.

Program Delivery (CDBG Eligible Activities)

Activity #1 Schedule Appointments for ReBuild NC Recovery Applicants in Edgecombe, Cumberland, Robeson and Wayne Counties.

NC 2-1-1 will have four call specialists and one supervisor dedicated to answering calls from NC Hurricane Matthew survivors in the HUD-defined severely impacted NC counties looking for details on how to access the ReBuild NC Recovery Program. Any caller who has not yet been to a ReBuild NC Recovery Center for an application interview will be able to hear a brief overview of the grant programs, will be assisted with setting an appointment to apply in person, and will be given an overview of the documents needed for the appointment. NC 2-1-1 staff will be trained on using the appointment center common calendar, and will be able to answer callers' basic questions on how to apply, will be sure to collect reliable contact information for each caller, will be able to answer what each individual should bring, what the available programs entail, and what to expect when applying in person. This service will be available from 9:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of federal holidays and State holidays; at all other times, NC 2-1-1 staff will provide general information and will take each caller's name and telephone number for call back the next business day.

Activity #2 Confirmation Calls, Rescheduling and Application Status

NC 2-1-1 will call applicants with scheduled appointments 48 hours ahead of the scheduled appointment to ask if the applicant will still be able to make it to the scheduled time, or if the applicant has any transportation issues, in accordance with established protocols provided to NC 2-1-1 by the Recovery Team.

NC 2-1-1 will reschedule appointments as need be. In the event of inclement weather, or any other issue that would close the ReBuild Recovery Centers, NC 2-1-1 will call scheduled applicants to reschedule appointments.

NC 2-1-1 will answer applicants' questions regarding the status of completed applications. NC 2-1-1 will be trained on the use of the Salesforce platform containing the details of each application to be able to inform the applicant if his or her application is complete, and will take notes in Salesforce based on each call. Based on materials provided by the Recovery Team, NC 2-1-1 will provide an overview of the steps in the program process following application submittal.

Activity #3 Schedule Appointments for ReBuild NC Recovery Applicants in other less-severely impacted NC counties.

NC 2-1-1 will have four call specialists and one supervisor dedicated to answering calls from NC Hurricane Matthew survivors in the eighteen (18) HUD-defined less severely impacted NC counties (the "Tier II Counties") looking for details on how to access the ReBuild NC Recovery Program. The "Tier II Counties" will provide the data on damaged residences to the Recovery Team to be included in the programs. Additionally, the ReBuild NC Recovery Program will have a "due diligence" period for the dates of January 8th, 2018 to February 8th, 2018 enabling any residents damaged in Hurricane Matthew to call 2-1-1 to be part of the list to be considered. 2-1-1 will collect information from the caller information specified by the Recovery Team, provide the collected information to the Recovery Team, who will then provide it to the Counties to cross-reference. The Counties will reach out to callers on a rolling basis to make sure they are included in the consideration for available funding.

Activity #4 Escalation Process

NC 2-1-1 will escalate applicant concerns to designated NCEM staff, and will assist callers with established appeals documents, in accordance with established protocols provided to NC 2-1-1 by the Recovery Team.

Activity #5 Connect Callers with Additional Recovery Options

In the event callers have an unmet need not covered by the ReBuild NC Recovery Program, NC 2-1-1 will provide information given by NCEM to a single point of contact able to connect callers with resource to address the unmet need.

Activity #6 Reporting

NC 2-1-1 will submit weekly progress reports to designated NCEM staff for distribution. The frequency of progress reports may be amended as need be by agreement between NC 2-1-1 and the Recovery Team. NC 2-1-1 will also provide monthly reporting via the NC 2-1-1 Power BI dashboard. NC 2-1-1 will submit to designated NCEM staff monthly requests for payment in accordance with the provisions of Section VII of this Agreement.

Pre-Award Costs

There will be no pre-award costs.

General Administration of Subaward

The Grantee oversight of the program will be conducted by the North Carolina Governor's Office of Recovery and Resiliency in partnership with the North Carolina Division of Emergency Management, which will coordinate with the North Carolina Department of Commerce, the primary recipient of NC's CDBG- DR grant. The Subgrantee oversight of the program will be conducted by NC 2-1-1's designated staff. All costs are activity delivery costs (ADC's) and a detailed budget allowed under this Agreement is below.

A. National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the national objectives listed in the Action Plan.

B. Staffing

The Subrecipient shall supervise and direct the completion of all activities under this Agreement. Any changes in the Key Personnel assigned or their responsibilities under the activities are subject to the prior approval of the Grantee.

| Key Staff Member Title | Responsibilities | Time Allocation |
|---|---|-----------------|
| Deputy Director Governor's Recovery Office | Grantee Program Oversight; Primary Grantee Contact | 10 hours/month |
| NCEM Community Revitalization Manager | NCEM performance management including coordinating needs with subgrantee; receive and process monthly payments; receive and process appeals for escalation; receive weekly progress reports for distribution. | N/A |
| NC 2-1-1 Statewide Strategy Director | Subgrantee Program Oversight; submitting weekly progress reports to NCEM designee; submitting monthly requests for payment to NCEM; subgrantee program oversight; call center performance management. | 10 hours/month |

At a minimum, the Subrecipient shall assign the following staff with the identified responsibilities (the "Key Personnel") to the identified activities:

IV. PERFORMANCE MONITORING & REPORTING

A. Monitoring

The Grantee 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 Grantee 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 Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-DR 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.

B. Reporting

The Subrecipient shall submit regular progress and financial reports to the Grantee. Weekly performance reporting and monthly financial reporting as detailed in Section III.A., above, is required. Reporting will start with the contract date.

V. PERIOD OF PERFORMANCE AND TERM

The period of performance for Subrecipient, meaning the time during which the Subrecipient may incur new obligations to carry out activities under this Agreement, shall start on December 1, 2017.

This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds provided through this Agreement, including program income.

VI. BUDGET

The Subrecipient shall complete all activities in this Agreement in accordance with the following budget. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

A. Budget Table

| NC Rebuild 2-1-1 Support - Revised Budget 11.26.17 | | | | | | |
|--|---|---|-----|---------------|------------|--|
| Budget Category | Budget Item | RC (Recurring Charge) or NR (Non-Recurring) | QTY | Rate Per Unit | Per Month | Time Frame: 26 (Weeks), 6 (Months), 1 (Occurrence) |
| Personnel | | | | | | |
| Agents/Specialists | 2 Dedicated Bilingual Project FTEs (assumption: 9a-5p ET M-F excluding holidays) Base Weekly* (18.00/hr)-2 New Hire | RC | 2 | \$720.00 | \$1,440.00 | 26 |
| | 2 FTEs Fringe (21%) Weekly | RC | 2 | \$151.20 | \$302.40 | 26 |
| | 2 Dedicated Project FTEs from phase 1 (assumption: 9a-5p ET M-F excluding holidays) Base Weekly* (15.00/hr) | RC | 2 | \$600.00 | \$1,200.00 | 26 |
| | 2 FTEs Fringe (21%) Weekly | RC | 2 | \$126.00 | \$252.00 | 26 |
| Supervisor | 100% Dedicated Supervisor & Quality Coach new hire | RC | 1 | \$800.00 | \$800.00 | 26 |
| | 1 FTE fringe (21%) | RC | 1 | \$168.00 | \$168.00 | 26 |
| Hiring Costs | Advertisement (\$65 for NC Center for Nonprofit; \$30 Indeed) | NR | 1 | \$95.00 | \$95.00 | 1 |
| | 5 Background Checks @ \$50 each | NR | 5 | \$50.00 | \$250.00 | 1 |
| | HR Management Firm Fee per Additional Employee Per Month (supervisor, 4 additional Agents) | RC | 5 | \$75.00 | \$375.00 | 6 |
| | Badge (supervisor, 4 additional agents) | NR | 5 | \$15.00 | \$75.00 | 1 |
| Technology and Supplies | | | | | | |
| | Five9 Telephony Costs | RC | 1 | \$670.00 | \$670.00 | 6 |
| | iCarol and Translation Line | RC | 5 | 100 | \$500.00 | 6 |
| | Computer-CPU and Peripherals (Sup & 2 Additional NH) | NR | 5 | \$500.00 | \$2,500.00 | 1 |
| | Hardphone Supervisor | NR | 1 | \$105.00 | \$105.00 | 1 |
| | Hardphone Monthly Phone Costs | RC | 1 | \$35.00 | \$35.00 | 6 |
| | Dual Monitors | NR | 10 | \$153.00 | \$1,530.00 | 1 |
| | HDMI Cables | NR | 5 | \$8.00 | \$40.00 | 1 |
| | Headsets | NR | 5 | \$75.00 | \$375.00 | 1 |
| | Chairs, 1 Supervisor 4 Agents | NR | 5 | \$125.00 | \$625.00 | 1 |
| | Desks, 1 Supervisor 4 Agents | NR | 5 | \$700.00 | \$3,500.00 | 1 |
| | Internet Monthly | RC | 1 | \$443.00 | \$443.00 | 6 |
| | Tech Support Monthly | RC | 1 | \$100.00 | \$100.00 | 6 |
| Administrative Support | | | | | | |
| | Rent, Utilities and Cubicle Space | RC | 1 | \$1,536.00 | \$1,536.00 | 6 |
| | Report Set Up, Ongoing Report Access, Meeting Attendance, Licensing, Training | NC | 1 | \$728.60 | \$728.60 | 1 |
| | GRAND TOTAL | | | | | \$140,000.00 |
| \$5,384.62 per week | | | | | | |

B. Indirect Costs

Indirect cost rate for the Federal award will be the de minimis rate per 2 CFR §200.414 (f) Indirect (F&A) costs.

C. Program Income

The Subgrantee may not retain any program income. Any program income, recaptured funds or repayment of funds will be disbursed in accordance with the Action Plan.

VII. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$140,000.

The Subrecipient shall submit to the Grantee requests for payments of activities under this Agreement and consistent with the approved budget (the "Request for Payment"). Each Request for Payment shall be broken down into requested draws against the budget line items specified in Section VI, and shall be submitted on a form provided by NCEM.

The Grantee shall pay to the Subrecipient CDBG-DR funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the approved budget. With the exception of advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts.

Payment will be made upon submission by the Subrecipient of a properly executed Request for Payment, together with all supporting invoices, bills, time sheets, and other documents necessary to justify the payment. The Request for Payment form must also be accompanied by documentation from the Subrecipient demonstrating that all procurements for which payment is requested have been made in accordance with this Agreement. Payment shall be given to the Subrecipient within a reasonable time, not to exceed 15 business days from the date the Request for Payment form is delivered to the Grantee.

VIII. AMENDMENT AND TERMINATION

A. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the Grantee's governing body, and are signed in writing by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior

approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

B. Suspension or Termination

The Grantee may terminate this Agreement, in whole or in part, upon 45 days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and any other notifications required under 2 CFR part 200, subpart D. Upon termination, the Grantee retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the Grantee any improper expenditures no later than thirty (30) days after the date of termination. The Grantee shall allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements.

This Agreement may also be terminated in whole or in part by either the Grantee or the Subrecipient, or based upon agreement by both the Grantee and the Subrecipient in accordance with the requirements in 2 CFR part 200, subpart D.

IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG-DR funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of

the obligations described in this Agreement.

A. General Compliance

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. These Federal Register notices include, but are not limited to, Wednesday, January 18, 2017 and August 7, 2017. Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

B. Duplication of Benefits

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee.

The Subrecipient shall carry out the activities under this Agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

C. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug- Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C.701-707).

D. Insurance & Bonding

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

E. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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:

1. Financial & Program Management

The Subrecipient shall expend and account for all CDBG-DR 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.

2. 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 HUD 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, except for the following:

- (i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- (ii) Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program.
- (iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- (iv) Organization costs (2 CFR 200.455); and
- (v) Pre-Award Costs, as limited by this Agreement.

F. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Subrecipient has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section III. of this Agreement, Scope of Service.

Records providing a full description of each activity undertaken; Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG –DR program;
Records required

to determine the eligibility of activities; Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance; Records documenting compliance with the fair housing and equal opportunity requirements of the CDBG program regulations; Financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and Other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of Grantee's Federal award.

2. Access to Records

Subrecipient must comply with 24 CFR 570.489(m) and 24 CFR 570.490, And as required by 2 CFR 200.331(a)(5), the Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award and 24 CFR 570.490(c).

3. Record Retention and Transmission of Records to the Grantee

Prior to closeout of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement met the requirements of the Federal award.

Subrecipient shall retain financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to this Agreement and Subrecipient's subaward for the longer of 5 years after the expiration or termination of this agreement, or 5 years after the submission of the Grantee's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is however, subject to the following exceptions:

- (i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for 5 years after final disposition;
- (ii) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
- (iii) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
- (iv) When the Subrecipient is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.18, the oversight agency for audit as defined in 2 CFR 200.73, the cognizant agency for indirect costs as defined in 2 CFR 200.19, or the Grantee, the Subrecipient shall extend the retention period consistent

- with the notification;
- (v) When records are transferred to or maintained by HUD or the Grantee, the 3-year retention requirement is not applicable to the Subrecipient;
- (vi) (If the Grantee is required to report on program income after the period of performance) The retention period for the records pertaining to the earning of the program income (as defined in this agreement) starts from the end of the Grantee's fiscal year in which the program income is earned; and
- (vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:
 - a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Grantee) to form the basis for negotiation of the rate, then the 5-year retention period for its supporting records starts from the date of such submission.
 - b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Grantee) for negotiation purposes, then the 5-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.]

[Subrecipient is subject to 24 CFR 570.491(d), Notwithstanding the term of this Agreement, all records the Subrecipient is required to maintain, including supporting documentation, shall be retained for the greater of five years from closeout of the Federal award to the Grantee, or the period required by other applicable laws and regulations as described in 24 CFR § 570.487 and 24 CFR § 570.488." Alternatively, the State may identify a shorter record retention period, and require transmission of records to the State after that period.]

4. Client Data and Other Sensitive Information

The Subrecipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the Grantee designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

The subrecipient must also be consistent with State or local requirements concerning the privacy of personal records, consistent with 24 CFR 570.508 (local governments) and 570.490(c) (States).

G. Close-out

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may 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 Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

H. 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.

2. Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee 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.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521.

3. Corrective Actions

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

I. 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.

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.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

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.

J. Property Standards

Real property acquired by the Subrecipient under this Agreement shall be subject to [If the Grantee is subject to 24 CFR 570.505, insert: "24 CFR 570.505"; If the Grantee is subject to 24 CFR 570.489(j), insert: "24 CFR 570.489(j)"; and 24 CFR 570.200(j) (imposing 24 CFR §5.109 requirements regarding disposition and change in use of real property by a faith-based organization)].

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this Agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

K. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier

and System for Award Management (SAM). The grantee 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 grantee 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.

L. Relocation, Real Property Acquisition, and One-for-one Housing Replacement

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

The Subrecipient must comply with all waivers provided for these disaster funds as they relate to URA.

M. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable— that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

3. State and Local Nondiscrimination Provisions

The Subgrantee will comply with federal requirements:

4. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.

L. 88-352), as amended [if the Grantee is subject to 24 CFR part 570, subpart K, insert: "and 24 CFR 570.601 and 570.602". No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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 the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under

any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

5. Affirmative Action

(i) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) Women- and Minority-Owned Businesses(W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(iii) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

N. Labor and Employment

1. Labor Standards

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 Grantee for review upon request.

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

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

P. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure 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 Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

Subrecipient of an Entitlement Grantee is subject to 24 CFR 570.489. These Subrecipient must comply in the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Subrecipient of a State Grantee are subject to 24 CFR 570.611 and 2 CFR part 200, insert: These Subrecipient must comply in the procurement of supplies, equipment, construction, and services pursuant to this Agreement, the Subrecipient shall comply with the conflict of interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.611.

3. Lobbying Certification

The Subrecipient hereby certifies that:

- (i) 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;
- (ii) 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;
- (iii) It shall require that the language of paragraph (a) through (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
- (iv) 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 required by section 1352, title 31, U.S.C. 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.

Q. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

R. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

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 Grantee'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. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

4. Lead-Based Paint

The Grantee shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of 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 at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic propertylist.

X. OTHER REQUIREMENTS IMPOSED BY GRANTE

This Agreement must comply with or be consistent with 2 CFR 200.330.

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blank.]

THE UNDERSIGNED, as authorized officials on behalf of the parties, have executed this Agreement, which shall be effective as of December 1, 2017 the effective date of execution hereof on behalf of the Grantee.

GRANTEE

North Carolina Emergency Management

Name: Michael A. Sprayberry

Title: Director

Date: 2/2/18

By: Michael A. Sprayberry
(Signature)

SUBRECIPIENT

United Way of North Carolina

Name: Laura Zink Marx

Title: President & CEO

Date: January 31, 2018

By: Laura Zink Marx
(Signature)