



**COMMUNITY DEVELOPMENT BLOCK GRANT-CARES 2020
(CDBG-CV)
Subrecipient AGREEMENT**

This Subrecipient Grant Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ by and between **Union County**, a political subdivision of the State of North Carolina, organized and existing under the laws of the State of North Carolina whose address is 500 North Main Street, Monroe, NC 28112, hereinafter referred to as the ("COUNTY") and Union County Community Shelter, hereinafter referred to as the "SUBRECIPIENT", whose address is 160 Meadow Street, Monroe, NC 28110.

WITNESS THAT:

WHEREAS, pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 (March 27, 2020) the U.S. Department of Housing and Urban Development ("HUD") has awarded \$539,180.00 in Community Development Block Grant Coronavirus Relief funds (CDBG-CV2) to Union County 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 County's Action Plan; and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds to carry out a part of the County's Federal award by committing **TWO HUNDRED THOUSAND AND 00/00 (\$200,000.00)** of the County's Federal award, pursuant to this Agreement; and

WHEREAS, the County has designated the above-named organization as a Subrecipient pursuant to HUD rule 24 CFR Part 570, Subpart K which sets forth regulations to implement the CDBG programs; and

WHEREAS, the CDBG-CV funds made available for use by the Subrecipient under this Agreement constitute a subaward of the County'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 County's Federal award; and

WHEREAS, the County and the Subrecipient have entered into this Agreement in order to provide the Subrecipient with funding for the purpose of **providing food, case management, supplies, and emergency shelter services to respond to the COVID-19 pandemic**. Funding is permissible under 24 CFR Part 570, Subpart K;

Now, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. DEFINITIONS:

Except to the extent modified or supplemented by this Agreement, any term defined in 24 CFR Part 570, Subpart K shall have the same meaning when used herein.

- 1) **AGREEMENT** means this agreement, the approved application for CDBG assistance (including cover letters, maps, schedules, award letters prior and subsequent to this funding agreement, and others submissions in the approved application), and any subsequent amendments to this Agreement.
- 2) **Subrecipient** means **UNION COUNTY COMMUNITY SHELTER**.
- 3) **Assistance** means the funds provided under this Agreement.
- 4) **Program** means the project, including the administration thereof, for which assistance is being provided under this Agreement.

B. USE OF CDBG-CV FUNDS:

- 1) The Subrecipient shall perform the project(s) or task(s) related to its allocation of second round of the CDBG-CV funds listed in Section D and according to the schedule and within the budget outlined in this Agreement.
- 2) The Subrecipient shall propose under this Agreement that which meets CDBG requirements under 24 CFR Part 570, Subpart K and conform to the County's Consolidated Plan, which is the County's tool to assess the housing and community development needs and market conditions, to make data-driven, place-based investment decisions.

C. DURATION OF THE AGREEMENT:

The County agrees to provide to the Subrecipient, the second round of Community Development Block Grant Coronavirus Response (CDBG-CV) funds under Title I of the Housing and Community Development Act of 1974 as described in this Agreement. This Agreement will remain in effect for twelve (12) months from the date of this Agreement, or for as long as funds are made available.

D. SCOPE OF SERVICES:

- 1) **Eligible Uses**

As a condition of receiving this subaward, the Subrecipient shall administer the **Union County Community Shelter's Mass Shelter CV- Emergency Shelter Project** which includes performing all of the work described in this section. The Subrecipient shall complete the activities in a manner satisfactory to the County and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

2) Prohibited Activities

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 CFR570.207, 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.

3) Program Delivery (CDBG Eligible Activities)

Activity #1 Procurement Activities.

Purchase of food and supplies for the homeless population that is served by the shelter. SUBRECIPIENT is responsible for following the applicable procurement guidelines set forth by Union County under this agreement.

Activity #2 Staffing Costs.

Retain or reprogram staff to assist with increased need for staff capacity, related COVID-19 impacts on County residents. SUBRECIPIENT is responsible for tracking the staff time covered by the second round of CDBG-CV funds using the approved timesheet form. For each employee, SUBRECIPIENT must provide the weekly hours worked for a two-week period and assign the hours worked to the corresponding funding source.

Activity #3 Serve Residents with Shelter Needs Relate to COVID-19.

SUBRECIPIENT is responsible for maintaining documentation that illustrates the \$12.50 per diem rate for daily occupancy costs of clients seeking emergency shelter related to COVID-19. This rate incorporates facility overhead costs including a variety of utilities necessary to maintain the shelter and direct shelter occupancy staff (shelter coordinators) whose job it is to operate the facility and ensure safety and security for all shelter clients.

4) General Administration

The Subrecipient will maintain program and financial records documenting eligibility, provisions of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the second round of CDBG-CV program.

E. National Objectives

All activities funded with CDBG-CV funds must meet one of the CDBG-CV program's

**NORTH CAROLINA
UNION COUNTY**

SUBRECIPIENT GRANT AGREEMENT

National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the Low Moderate-Income Limited Clientele activity [24 CFR 570.208(a)(2)(i)(a)]. This activity is eligible under the category Public Services [24 CFR 570.201(e)]. Subrecipient will use Quarterly Performance Report form to document the national objective.

F. 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 County.

The Subrecipient shall assign the following staff as Key Personnel to the CDBG-CV Year 2020 (FY 2019 – 2020) (**Union County Community Shelter’s Mass Shelter CV-Emergency Shelter Project**)

EXHIBIT 1	
Staff Member Title	General Program Duties
Client Services Director (CSD)	Oversees client services and statistics.
Onsite Operations Director (OOD)	Manages shelter facility and facility policies and procedures, oversees shelter feeding and volunteer programs.
Emergency Shelter Case Managers	Completes intake forms of incoming clients, providing management, budgeting, and troubleshooting assistance to clients and makes referrals for clients to Community Shelter rehousing program.
Shelter Coordinators	Provides supervision of participants, safety and security within emergency shelter and hotel shelter with 24/7 staffing. Conducts prescreens and facilitates initial participant contact, orients participants to facility and guidelines.

G. PROJECT SCHEDULE:

Unless amended by a mutually written agreement by the Subrecipient and the Grantee, Subrecipient will perform the described tasks in conformance with the schedule listed in Exhibit 2. Minor adjustments to the project schedule will not require a formal contract amendment, provided these adjustments do not extend the term of this Agreement.

EXHIBIT 2												
Task/Program Goals	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022
Enroll clients in Emergency Shelter program in congregate shelter site. Maintain demographics and statistics.	X	X	X	X	X	X	X	X	X	X	X	X
Assign health vulnerable clients for motel sharing. Use motel rooms when able for congregate shelter overflow during the pandemic, especially for homeless families.	X	X	X	X	X	X	X	X	X	X	X	X
Provide basic service for sheltered clients; food, case management, laundry, etc.	X	X	X	X	X	X	X	X	X	X	X	X
Exit shelter clients to permanent housing as able.				X	X	X	X	X	X	X	X	X
Report outputs and outcomes to leadership and funders.			X			X			X			X

H. AMOUNT OF ASSISTANCE:

The County shall make available to the Subrecipient **TWO HUNDRED THOUSAND DOLLARS AND 00/00 (\$200,000.00)** pursuant to this Agreement. Said funds shall be disbursed by the County to the Subrecipient for performance of the services described in Section D of this agreement.

I. BUDGET:

The following is the budget for the second round of CDBG-CV Year 2020 for the Subrecipient, who will administer the **Union County Community Shelter's Mass Shelter CV- Emergency Shelter Project**. Minor adjustments to the use of funds will not require a formal contract amendment, provided these adjustments do not increase the total funding for contract activities. The determination of whether a change is minor is at the sole discretion of the County or their designee.

EXHIBIT 3			
SOURCES → USES ↓	CDBG-CV	In-Kind / Local Match	Total
Mass Shelter Costs	\$200,000	\$1,133,668	\$1,333,668
Total	\$200,000	\$1.133.668	\$1.333.668

J. OBLIGATIONS OF THE SUBRECIPIENT

- 1) Subrecipient shall comply with all applicable regulations outlined in 24 CFR Part 570 and all applicable lawful requirements of the County, all applicable requirements of the GENERAL Statutes of the State of North Carolina and any other applicable statutes, laws and Executive Orders currently or hereafter in force.
- 2) Subrecipient shall assume responsibility for managing the day-to-day operations of its CDBG program to assure compliance with program requirements outlined in 24 CFR Part 570, Subpart K, and for taking appropriate action when performance problems arise. The Subrecipient shall spend its allocation of CDBG-CV funds under this Agreement on eligible activities within twelve (12) months from the date of this Agreement.
- 3) Subrecipient shall submit a Project Closeout Report to the County no later than 30 days after the final drawdown request for CDBG funds under this Agreement.
- 4) Subrecipient shall carry out each activity in compliance with all federal laws and regulations described in 24 CFR Part 570 Subpart K, including the environmental review.
- 5) Subrecipient shall assume all affirmative marketing responsibilities.
- 6) Subrecipient shall be responsible for complying with the provisions of this Agreement even when Subrecipient designates a third party or parties to undertake all or any part of the program. All third parties must be bound in writing to the same provisions as required in this Agreement and approved in advance by the County.
- 7) Subrecipient shall comply with all lawful requirements of the County necessary to ensure that the program is carried out in accordance with the Subrecipient Certifications including the certifications of assumption of environmental and labor standard responsibilities outlined in 24 CFR Part 570.
- 8) The assistance provided under this Agreement shall not be used by Subrecipient to pay a third party to lobby the County for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the County required under this Agreement. CDBG funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs, and in accordance with Section D: Scope of Services.
- 9) Subrecipient shall reimburse the County for any amount of CDBG-CV funds determined by the County to have been improperly expended.
- 10) If applicable, Subrecipient shall abide by the conditions prescribed in 24 CFR Part 570 for the use of CDBG funds by religious organizations.

- 11) If applicable, Subrecipient shall notify the County in writing of any changes in its 501(C)3 tax exempt status throughout the specified period of this Agreement, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of Subrecipient as provided under 24 CFR Part 570.

K. RECORDS AND REPORTS

- 1) Subrecipient shall maintain and make available at reasonable times and places all records, information and reports necessary to assist the County in meetings its internal and federally mandated record keeping and reporting requirements in accordance with 24 CFR Part 570. Such records and accounts shall include all property, personnel and financial records the County and Federal agencies deem necessary to assure a proper accounting for all CDBG program funds.
- 2) Subrecipient shall provide the County with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.
- 3) Subrecipient shall provide to the County, an annual audit report performed in compliance with 2 CFR 200.512, due six months after the Subrecipient year-end.
- 4) Subrecipient shall allow the County to conduct monitoring and evaluation activities as determined necessary by the County and HUD.
- 5) Subrecipient shall keep a fully executed copy of this Agreement and a copy of the CDBG regulations on file in their place of business at all times.
- 6) Subrecipient shall keep all documents used to determine their status as a Subrecipient current and available for inspection by the County for the duration of the Agreement.
- 7) Subrecipient agrees to repay, remit or return to the County any amount of remaining CDBG funds provided under this Agreement, if the County determines that the Subrecipient does not have the capacity to carry out its CDBG program on schedule or in a timely manner. The County shall provide a written documentation of its findings to the Subrecipient ten (10) days prior to the request to remit, return or repay the CDBG funds.
- 8) Subrecipient shall provide any duly authorized representative of the County, the Department of Housing and Urban Development and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor and examine all of the books, papers, records, and other documents relating to the CDBG grant and the fulfillment of this Agreement for a period of three years, following the completion of all closeout procedures respecting CDBG funds, and the final settlement and conclusion of all issues arising out of the CDBG grant.
- 9) Subrecipient must provide the County with the Subrecipient's DUNS number.

- 10) Subrecipient shall submit quarterly reports to the County or to the designated COORDINATING AGENCY by the 15th of each month following the closure of the quarter for which activity is being reported (January 15, April 15, July 15, and October 15). The report should cover the preceding three months' activities and must be forwarded to the County or the designated COORDINATING AGENCY, so as to arrive not later than 15 working days after the completion of the quarter. Failure to submit required reports can result in a delay in reimbursement payments, reduction in grant awards, and grant termination.
- 11) Subrecipient will submit a final report along with the final request for reimbursement within 30 days of completion of the project.

L. PAYMENT:

- 1) Subrecipient shall request reimbursement of the CDBG-CV funds only for eligible expenditures made or eligible expenses incurred by the Subrecipient.

All expenditures and expenses shall be incurred in accordance with the provisions of the Agreement. Payments shall only be made after Subrecipient has presented documentation of expenses that meet County approval. It is expressly understood and agreed by Subrecipient that payment by the County will not exceed the maximum sum of **TWO HUNDRED THOUSAND DOLLARS AND 00/00 (\$200,000.00)** all of the services specified in Section D: Scope of Services. Further, Subrecipient understands and agrees that any payment made under this Agreement by the County is limited to funds made available under the grant referenced above. The County shall make payments upon receipt of a request for check from Subrecipient, documentation of expenditures and any other documentation that the County or its designee may require from Subrecipient. All such documentation is to be in a form and substance satisfactory to the County. Payments shall be made only for the activities listed in Section D. Check requests for reimbursable expenses will be processed by the County for payment not more often than monthly, until all such grant funds have been expended or until this Agreement has expired, whichever comes first.

- 2) Subrecipient shall provide to the County the documentation of expenses as outlined above, and any other information determined by the County to be necessary or appropriate for the proper monitoring of this Agreement.
- 3) Subrecipient will at a minimum submit quarterly Request for Reimbursement/Financial Status Reports. Reports are due January 15, April 15, July 15 and October 15. The report should include expenditures for the preceding three months' activities and must be forwarded to the County or the designated coordinating agency, so as to arrive not later than 15 working days after the completion of the quarter. Delays by the Subrecipient in making any report to the County or coordinating agency required by this Agreement may, at the County's sole discretion result in delays in payment to Subrecipient of part or all of Subrecipient's request for funds. A delay in making a disbursement by the County to

Subrecipient does not change the time required of Subrecipient to submit reports to the County or coordinating agency.

M. CONFLICT OF INTEREST

- 1) No employee, agent, consultant, officer, elected official or appointed official of Union County who has responsibilities related to the CDBG Program or access to “inside” information concerning said program shall obtain a financial benefit or interest from any CDBG Program activity for themselves or those with whom they have family or business ties during their tenure for one year thereafter.
- 2) Subrecipient shall make a good faith effort to assure that this provision is not violated and that any suspected violations are promptly reported to the County.

N. DEFAULT

- 1) It is expressly agreed and understood that Subrecipient’s designation as a Subrecipient shall become null and void, at the County’s option, in the event the Subrecipient fails to meet any one or more of the criteria for subrecipient designation.
- 2) The County shall notify Subrecipient in writing of any such default under this Agreement.
- 3) Subrecipient shall have sixty (60) days after receipt of the written notice of default within which to cure such default.
- 5) Subrecipient agrees to repay, remit or return to the County any amount of unspent CDBG-CV2 funds provided to the Subrecipient in the event of a default under the terms of this Agreement.

O. SUSPENSION OR TERMINATION

- 1) The County may suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by HUD.
- 2) In the event there is probable cause to believe Subrecipient is in noncompliance with any applicable rules or regulations, the County may withhold said CDBG-CV funds until such time as Subrecipient is found to be in compliance by the County, or is otherwise determined to be in compliance.
- 3) The County shall advise Subrecipient in writing what action(s) must be taken for resumption of payments.

P. INSURANCE

Subrecipient's chief fiscal officer or insurer shall provide the County with a Certificate of Insurance assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage necessary by the County for its own employees.

Q. LIABILITY OF County

Work to be performed as provided herein shall be done by the Subrecipient as an independent contractor. The County shall not be liable for claims or damages or losses arising out of the performance of this Agreement by the Subrecipient, its sub-contractors or agents. This will apply except in those cases where the Subrecipient is a Department or Division of the County.

R. HOLD HARMLESS

- 1) The County shall not be liable for any and all claims, actions, suits and judgments whatsoever arising out of the performance or nonperformance of this Agreement by the Subrecipient, its employees, officers or agents.
- 2) To the extent permitted by applicable law, Subrecipient shall hold harmless, defend and indemnify the County its officers, agents and employees from all such claims, actions, suits, charges, and judgments under this Agreement.

S. AMENDMENTS

- 1) The County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of both organizations.
- 2) Such agreements shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.
- 3) The County may at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons.
- 4) If such amendment results in a change in CDBG funding, a new exhibit shall be executed with corresponding changes to the project tasks, schedule and/or budget that now appear in SECTION E, F & G.

T. UNIFORM ADMINISTRATION REQUIREMENTS

The Subrecipient will comply with applicable CDBG Regulations in 24 C.F.R. Part 570 as now in effect, and as such law may be amended during the term of this Agreement. Subrecipient will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this Agreement, or any reasonably equivalent procedures and requirements that the County may prescribe.

In particular, Subrecipient agrees to establish internal controls in order to have reasonable assurance that Subrecipient is carrying out the Project in compliance with federal statutes, regulations, and terms and conditions of this contract, as required by 2 C.F.R. 200.303, as now in effect, and as such law may be amended during the term of this Agreement. Subrecipient also agrees to comply with provisions regarding protection of personally identifiable information as required by 2 C.F.R. 200.303 and 2 C.F.R. 200.512 as now in effect, and as such law may be amended during the term of this Agreement.

U. CIVIL RIGHTS

- 1) Compliance: The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2) Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the local government and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- 3) Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The County shall provide the Subrecipient with any guidelines

necessary for compliance with that portion of the regulations in force during the term of this Agreement.

4) Affirmative Action:

a) Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such a program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b) Women and Minority Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act as amended (15 U.S.C. 632) and "minority and woman's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority or female business enterprises in lieu of an independent investigation.

c) Access to Records: The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d) 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 Subrecipient 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.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, 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.

6) Subcontract Provision: The Subrecipient will include the provisions of Paragraphs S.1., Civil Rights, and S.4., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

V. SPECIAL CONDITIONS

- 1) Eligible Activities: All activities funded through this Agreement shall either benefit persons of Low and Moderate Income, as defined by HUD, or aid in the prevention or elimination of slums and blight as required by HUD in regulations contained in 24 Code of Federal Regulations Part 570. Maximum feasible priority shall be given to activities that benefit low and moderate-income persons.
- 2) Non-Discrimination: In the provision of services made available by the use of these funds the Subrecipient will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.

Subrecipient will not discriminate against or limit services to any person applying for such public services on the basis of race, color national origin, sex, age, disability or religion.

- 3) Religious Activities: Subrecipient will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

W. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

Subrecipient in accepting and using Community Development Block Grant funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with the following Federal statutes, regulations and circulars when applicable:

- 1) Section 109 of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 2) Labor Standards: The labor standards requirements as set forth in 24 CFR Part 570 Subpart K and HUD regulations issued to implement Section 110 of the Act; The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates

compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 3) Environmental Standards: Section 104(g) of the Act containing environmental standards and regulations contained in 24 CFR Part 58 to implement the requirements of the Act; The project awarded funding through this Agreement is subject to environmental review per 24 CFR Part 58. A Release of Funds has been obtained by Union County as the responsible entity for HUD. The project has received clearance and the letter is attached. Changes to the project may void this clearance and must be resubmitted for reevaluation. 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 Union County'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.
- 4) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 42; The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The County may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

- 5) Employment and Contracting: Executive Order 11246, as amended by Executive Order 12086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities.
- 6) Lead-Based Paint: Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B, prohibiting the use of lead-based paint in residential structures;
- 7) Debarred Contractors: The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;
- 8) Procurement Standards: Subrecipient shall submit to the County documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. 570.489, and 2 C.F.R. 200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. 200.322 regarding procurement of recovered materials. Such procurement standards must include (but are not limited to) the following:
 - a) Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. A signed copy of such written code or standard of conduct shall be attached to this Agreement as Exhibit 4, and incorporated herein by this reference.
 - b) No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, Subrecipient, or any designated public Subrecipient.
- 9) Executive Order 12372 concerning intergovernmental review of Federal programs, including implementing regulations contained in 24 CFR Part 52;

10) Section 3 of the Housing and Urban Development Act of 1968, as amended concerning Affirmative Action in the provision of training, employment and business opportunities, including the following provisions:

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of Subrecipient's, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents

within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

If applicable, the Subrecipient will provide the County a written plan for Section 3 compliance prior to the start of construction. The plan will identify which persons, facilities, organizations and/or neighborhood interest groups will be strategically targeted and suggest specific outreach efforts that will be used to notify low-income and very low-income persons of available opportunities. Union County will meet with Subrecipients who receive more than \$5,000 in CDBG assistance prior to construction to review the plan. The County will provide sample marketing materials to Subrecipients to support their marketing efforts.

- b) The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements:
 - i) Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - ii) Subcontracts: The Subrecipient will include the "Section 3" clause, referenced in SECTION V, Subpart 10.a., in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor Subrecipient. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 11) Drug Free Work Place Act;
- 12) National Historic Preservation Act of 1966, as amended;
- 13) Code of Federal Regulations Part 570 containing regulations for the Community Development Block Grant program.
- 14) Lobbying: The Subrecipient hereby certifies that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.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.
- 15) Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 16) Real Property Use: If applicable, 24 CFR 570.503(b)(7) mandates that use of any real property under the Subrecipient's control that is acquired or improved in whole or in part with CDBG funds in excess of \$25,000, must be used by the Subrecipient to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of the Subrecipient Agreement (or a longer time as specified by the grantee in the Subrecipient Agreement). If a National Objective is not met during this time period, the grantee must be reimbursed for the current fair market value, less any portion of the value attributable to non-CDBG funds.
- 17) Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
- a) The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real

property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period .

- c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the County, an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. COMPLIANCE WITH STATE E-VERIFY REQUIREMENTS

Each Party affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 concerning the use of the free, web-based federal program known as “E-Verify” or other federally-authorized program to check the work authorization of all new employees in the United States (collectively, “E-Verify”), because it is a governmental body as defined in that Article. Each Party further affirms that it is a public entity that is required under other statutes to use E-Verify, and that it is at the time of execution of this Agreement, in compliance with those statutes concerning the use of E-Verify and agrees to remain in compliance with those statutes during the Term of this Agreement.

Y. 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 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The Subrecipient must have procedures in place to prevent the duplication of benefits when using CDBG-CV funds.

Additional funds received by the Subrecipient that are determined to be a Duplication of Benefits (“DOB”) shall be referred to herein as “DOB Funds.” Subrecipient agrees to immediately notify the County of the source and receipt of additional funds related to the COVID-19 pandemic. The County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to County. Subrecipient agrees to reimburse the County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by the County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and the County. See attached

**NORTH CAROLINA
UNION COUNTY**

SUBRECIPIENT GRANT AGREEMENT

Exhibit 5 CARES Act Programs CDBG Awareness Duplication of Benefits, which Exhibit 5 is incorporated herein by reference.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Z. MISCELLANEOUS PROVISIONS

- 1) The singular of any term used in this Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
- 2) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt request and mailed to the Party involved at the address and to the attention of the person set forth below, or to such other person or address as said Party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

The County: Union County
Patrick Niland, Assistant County Manager
Union County
500 North Main Street
Monroe, NC 28112

SUBRECIPIENT:
Union County Community Shelter
Melissa McKeown
160 Meadow Street
Monroe, NC 28110

**NORTH CAROLINA
UNION COUNTY**

SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, Union County and Subrecipient have caused this Subrecipient Grant Agreement to be duly executed all as of the day and year first above written.

**UNION County
NORTH CAROLINA**

BY: _____
William M. Watson, County Manager

Date

ATTEST:

By: _____
Lynn West, Clerk to the Board

Date

**NORTH CAROLINA
UNION County**

I, _____, a Notary Public for said County and State, certify that Lynn West personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Union County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager, sealed with the corporate seal, and attested by herself as its Clerk to the Board.

WITNESS my hand and official seal, this the _____ day of _____ 20____,

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____
SEAL-STAMP

NORTH CAROLINA
UNION COUNTY

SUBRECIPIENT GRANT AGREEMENT

Subrecipient: Union County Community Shelter

BY: Melissa Munn
Subrecipient's Certifying Officer

10/28/2021
Date

ATTEST:

[Signature]

10/28/21
Date

(Affix corporate seal here)

NORTH CAROLINA, Union County. I, a Notary Public of the County and State
aforesaid, certify that Melissa Munn, personally appeared before me this day and
acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal, this 28 day of October, 2021. My Commission expires:
January 10, 2023

SEAL-STAMP

[Signature]
NOTARY PUBLIC



EXHIBIT 4

Conflict of Interest Requirements and Certification

To ensure compliance with U.S. Department of Housing and Urban Development (HUD) requirements and provide a fair and open environment for access to opportunities that arise from project and activities assisted with funds from Union County Community Development Block Grant Program, the **Union County Community Shelter** ("Subrecipient") shall adhere to these Conflict of Interest Procedures. The Conflict of Interest provisions are based on the Community Development Block Grant (CDBG). Program regulations found in 24 CFR 570.611 as now in effect, and as such law may be amended during the term of this contract. Subrecipient will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the County may prescribe.

General Prohibitions

No employees, agents, consultants, elected officials, or appointed officials of an organization shall participate in the selection, award or administration of a contract supported by funding from the U.S. Department of Housing and Urban Development (HUD) if a conflict of interest, real or apparent, exists. This includes but is not limited to, programs and projects funded in whole or in part through Union County's CDBG Program. Officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or parties to agreements. This prohibition remains in effect during employment or tenure of the parties mentioned herein, and for one year thereafter.

Applicability

1. In the procurement of supplies, equipment, construction, and services by Subrecipient
2. Acquisition and disposition of real property and the provision of assistance by the Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

Who is Covered?

Any person who is an employee, agent, consultant, elected official, or appointed official of any Subrecipient participating in a project funded in whole or in part with CDBG funds made available by Union County, is covered by the Conflict of Interest provisions if they are currently employed or separated in the past 12 months:

- Exercise any functions, duties, or responsibilities with respect to projects supported by CDBG funding; or
- Are in a position to participate in a decision-making process, or gain inside information with regard to these activities; or
- Has a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted project or the proceeds of the contract, subcontract, or agreement, either for themselves or for those with whom they have immediate family or business ties.

General Procedures for Contracts and Agreements

**NORTH CAROLINA
UNION COUNTY**

SUBRECIPIENT GRANT AGREEMENT

As part of the Subrecipient Agreement with Union County, the designated signatory of the Subrecipient shall sign the certification at the end of this document, acknowledging these guidelines are understood and will be enforced by the Subrecipient. Each Subrecipient is responsible for enforcing these provisions in its own operations and bidding procedures and is subject to periodic review and monitoring by Union County or its designee. All documentation used to determine compliance with conflict of interest requirements must be retained by the Subrecipient for at least five (5) years and be made available for monitoring purposes and upon request by Union County.

Penalties for Violations Include Repayment and/or Ineligibility

The penalty for violation of any of these provisions may include repayment of funding assistance provided through Union County's CDBG program, and/or ineligibility from future participation in CDBG assisted projects. The penalty, sanction, or other disciplinary action is determined by Union County on a case-by-case basis. Union County may consult HUD for direction on these matters.

Exceptions and Requests for Exceptions

Upon written request to Union County, employees of the Subrecipient receiving CDBG funds, their agents, consultants, elected officers, or appointed officials and their immediate families may be considered for an exception to these provisions on a case-by-case basis. The designated signatory of the Subrecipient must submit the request for exception in writing to Patrick Niland, Assistant County Manager, Union County. In determining whether to grant the requested exception, Union County shall conclude that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the organization's program or project, taking into account the cumulative effect of the following factors as applicable. Union County reserves the right to refuse a request for exception. If this occurs, a written response will be provided.

Certification

As a duly authorized representative of the **Union County Community Shelter** I agree to adhere to the above provisions for all projects receiving assistance from Union County's CDBG Program. All board and staff members have disclosed any potential conflicts of interest that could violate CDBG Program regulations at this time or at a later date. I certify I am an authorized official permitted to submit contractual documents.

AUTHORIZED REPRESENTATIVE:

Signature: Melissa M

Typed Name: Melissa McKeown

Title: CEO

Date: 10/28/2021