

EMERGENCY RENTAL ASSISTANCE PROGRAM

Agreement # ERA1-2021-0006

THIS Agreement is hereby entered into by and between the North Carolina Pandemic Recovery Office (NCPRO), under the auspices of Office of State Budget and Management, OSBM, (the "AGENCY"), and Guilford County, NC, (the "RECIPIENT"). The parties mutually agree to the terms and conditions set forth herein.

WHEREAS, NCPRO, an agency of the Office of State Budget and Management ("OSBM"), was designated by OSBM to accept and administer funds from the federal COVID-19 pandemic relief funds under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501"); and

WHEREAS, North Carolina Session Law 2021-25, Senate Bill 172 An Act To Establish The State Fiscal Recovery Reserve And Fund, Coronavirus Capital Projects Reserve And Fund, And Local Fiscal Recovery Reserve And Fund To Maintain Funds Paid To The State From The Coronavirus State Fiscal Recovery Fund, Coronavirus Capital Projects Fund, And Coronavirus Local Fiscal Recovery Fund; To Appropriate Funds From The Local Fiscal Recovery Fund For Distribution To Non-Entitlement Units Of Local Government; To Appropriate Certain Federal Grant Funds Provided To The State Under The American Rescue Plan Act; And To Make Technical And Other Changes reserves or allots a maximum amount of Emergency Rental Assistance to the RECIPIENT and shall manage those funds in accordance with local priorities and federal requirements; and

WHEREAS, the parties enter into this Agreement to memorialize their understanding of the mutual advantages of this cooperative relationship;

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

1. EFFECTIVE TERM

This Agreement shall be effective starting July 15, 2021 and shall terminate on December 31, 2022.

2. RECIPIENT'S DUTIES

The RECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as "Section 501") and any revisions made, and guidance issued thereto.

The RECIPIENT shall provide the activities as authorized and referenced in the North Carolina Session Law 2021-25, Senate Bill 172 An Act To Establish The State Fiscal Recovery Reserve And Fund, Coronavirus Capital Projects Reserve And Fund, And Local Fiscal Recovery Reserve And Fund To Maintain Funds Paid To The State From The Coronavirus State Fiscal Recovery Fund, Coronavirus Capital Projects Fund, And Coronavirus Local Fiscal Recovery Fund; To Appropriate Funds From The Local Fiscal Recovery Fund For Distribution To Non-Entitlement Units Of Local Government; To Appropriate Certain Federal Grant Funds Provided To The State Under The American Rescue Plan Act; And To Make Technical And Other Changes to administer the Emergency Rental Assistance Program. Funds will be used to provide rental and/or utility assistance payments, housing stability services to families in Guilford County, North Carolina adversely affected by the pandemic, thereby placing them at risk of eviction from rental housing.

The RECIPIENT is responsible for completing ERA Grant Scope of Work (Form A-1) and NC PRO ERA Budget (Form A-2) found in Appendix I and II of this Agreement and the Federal Funding Accountability and Transparency Act (FFATA) Certification found in Appendix III and submitting these Forms to NCPRO within 14 days of signing this Agreement.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's budget. See Appendix II.

The RECIPIENT understands and acknowledges that these are federal funds and the total funding level available under this Agreement will not exceed \$20,642,140.66. Appendix I and Appendix II provides scope of work and budgeted amounts to be paid to RECIPIENT.

The RECIPIENT understands that 65% of these federal funds must be obligated by September 30, 2021 to prevent reallocation by the U.S. Treasury.

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in:

- a. The Consolidated Appropriations Act, 2021, P.L. 116-260 (December 27, 2020) referred herein as “the Act”.
- b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) promulgated by the United States Office of Management and Budget sections: 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements; and
- c. Guidance issued by the United States Department of Treasury during the term of this Agreement; and
- d. The RECIPIENT agrees to establish data privacy and security requirements as required by Section 501(g)(4) of the Act; and
- e. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), the RECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles; and
- f. Pursuant to Executive Order 13513, the RECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text-messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers; and
- g. Statutes and regulations prohibiting discrimination including the following:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

The RECIPIENT agrees that it will maintain in effect a Conflict of Interest policy. The RECIPIENT and subrecipients shall disclose in writing to NCPRO, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The RECIPIENT agrees to submit the RECIPIENT’S policy surrounding conflict of interest within 14 calendar days of execution of this Agreement.

The RECIPIENT understands that if the funds have been allocated to a nonprofit corporation or a contractor, and the use of funds by the nonprofit corporation or contractor is disallowed by federal law, the nonprofit corporation or contractor shall return the amount of funds allocated to nonprofit corporation to OSBM.

The RECIPIENT agrees to provide any necessary information as required by the Federal Funding Accountability and Transparency Act. See Appendix III.

The RECIPIENT understands that any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number ERA0019 awarded to the State of North Carolina by the U.S. Department of the Treasury.”

3. AGENCY’S DUTIES & STATUS REPORTING

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-25, comply with the intent and guidance found in this Law and ensure compliance with related federal and state statutes and financial management standards. Additionally, the RECIPIENT agrees to allow NCPRO to work with the RECIPIENT database administrator to collect detail transaction information supporting the expenditures from these funds.

- i. Invoice and Payment. The AGENCY shall advance one-fourth of the grant amount, ~~\$5,160,535.17~~, within ten business days after execution of this Agreement. After the initial payment is provided to the RECIPIENT, the RECIPIENT shall submit disbursement requests every month.
- ii. The RECIPIENT shall submit the final disbursement request to be received by the AGENCY by September 15, 2022.
- iii. On or before October 31, 2022 the RECIPIENT will submit the final outcome and accomplishment reports (see Appendix VI).
- iv. The AGENCY reserves the right to withhold, reduce, or delay disbursement of the payments noted above, if the disbursement requests are not submitted, are not complete or do not include adequate attached documentation that can verify disbursement. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay, alter, or reject disbursement payments that have been invoiced to the AGENCY. The RECIPIENT has three (3) business days after such AGENCY communication to respond to address the item(s) of concern. The AGENCY is to communicate a final review within three (3) business days of such RECIPIENT response.

Administrative Costs

- a. The RECIPIENT may use funds provided to the RECIPIENT to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 10 percent of the total amount of the total award or \$2,064,214.07.
- c. SB 172 stipulates that 10% of the total award may be used for a program hotline, housing stability services and administrative costs with no more than 5% of these funds used for administrative costs.

4. FUNDS MANAGEMENT

The RECIPIENT also agrees to operate all transactions from these funds within a special revenue account that is not commingled with other funds to prevent the accidental inclusion of transactions not related to the Emergency Rental Assistance grant.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS

RECIPIENT shall comply with all rules and reporting requirements established by the requirements of 9 N.C.A.C. Subchapter 3M.0205. The RECIPIENT agrees to submit the ERA Grant Project Status Report (Appendix IV) to the AGENCY every Friday during the term of this Agreement. The RECIPIENT further agrees to submit the Outcomes and Accomplishments Final Report (APPENDIX VI) to the AGENCY no later than October 31, 2022 or within forty-five (45) days of final expenditure date, whichever is earlier.

The above noted reports shall include RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Section 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any internal audit responsibilities.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator.

The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie McGarrah North Carolina Pandemic Recovery Office MSC 20320 Raleigh, NC 27699-0320 Direct: 984-202-4267 Email: Stephanie.mcgarrah@osbm.nc.gov	Stephanie McGarrah North Carolina Pandemic Recovery Office 430 N. Salisbury Street Raleigh, NC 27603 Direct: 984-202-4267 Email: Stephanie.mcgarrah@osbm.nc.gov
For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Michael Halford Title: Guilford County Manager Address: 301 West Market Street Greensboro, NC 27401 Direct: 336-641-3383 Email: mhalford@guilfordcountync.gov	Name: Michael Halford Title: Guilford County Manager Address: 301 West Market Street Greensboro, NC 27401 Direct: 336-641-3383 Email: mhalford@guilfordcountync.gov

7. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor and any federal monitor or auditor with access to financial and accounting records and audit work papers in the possession of any auditor of any recipient of State funding to support internal audit, financial reporting, and related requirements.

Per 9 N.C.A.C. Subchapter 3M.0205A, a recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided to the AGENCY no later than nine months after the end of the RECIPIENT's fiscal year.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that the assigning or subcontracting of any work related to the contract to a subcontractor requires the advance written permission of the AGENCY. The AGENCY agrees to provide a response within three (3) days of the request. If such permission is granted, such entities shall comply with the following:

- (a) The RECIPIENT is not relieved of any of the duties and responsibilities of the original Agreement; and
- (b) The RECIPIENT agrees and is responsible for managing and monitoring each project, program, or activity supported by grant funds.
- (c) Any SUBCONTRACTOR agrees not to have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, state, or local level. The SUBCONTRACTOR agrees to complete the State Grant Certification found in APPENDIX III and submit to the Agency within 30 calendar days of execution of this Agreement, as required by North Carolina General Statute 143C-6- 23(c).

10. COMPLIANCE WITH LAW

The RECIPIENT agrees to comply with all applicable federal and state laws, rules, and regulations in its performance of this Agreement.

11. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) no later than October 31, 2022 or within forty-five (45) days of final incurred date, whichever is earlier. All funds not incurred as of September 1, 2022 will be returned to the AGENCY by September 30, 2022.

The above noted reports shall include RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Section 7 and RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the timeframe mentioned earlier in Section 13 of this AGREEMENT. Once the complete final project status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

GUILFORD COUNTY, NC

Signature

Date

Chair, Guilford County Board of Commissioners

Printed Name

Title

NORTH CAROLINA OFFICE OF BUDGET AND MANAGEMENT

NORTH CAROLINA PANDEMIC RECOVERY OFFICE

Signature

Date

Charles Perusse

State Budget Director

Printed Name

Title

Appendix I ERA Grant Scope of Work (Form A-1)

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the Agreement. This will include completing the following:

1. Organization Section of this Document
2. Scope of Work Section of this Document
3. The Budget for Recipient in Appendix A-2

1. Organization:	
Organization Name:	Guilford County, NC
Organization Fiscal Year End:	June 30

2. Scope of Work:

Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the Agreement. The description should include activities to be provided, objectives to be achieved, and expected results. The description should also include anticipated timing of those activities, objectives and expected results. Contractor's budgeted amounts and description of work with the activities, objectives, and expected results are to be provided within fifteen (15) days of contract approval. The following documents must also be provided - Emergency Rental Assistance Program Policies and Procedures, Outreach/Communication Plan and Program Compliance Plan.

As required by Treasury, the program policies should include the collection of the following information.

- Address of the rental unit.
- Amount and percentage of monthly rent covered by ERA assistance.
- Amount and percentage of separately stated utility and home energy costs covered by ERA assistance.
- Total amount of each type of assistance provided to each household (*i.e.*, rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
- Amount of outstanding rental arrears for each household.
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided.
- Household income and number of individuals in the household; and
- Gender, race, and ethnicity of the primary applicant for assistance.
- For landlords and utility providers, the name, address, and Social Security number, tax identification and DUNS number.

Appendix III: Federal Funding Accountability and Transparency Act (FFATA)

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first tier subawards to meet the FFATA reporting requirements.

New Hanover County, North Carolina

Enter your DUNS Number: _____

Enter your 9 Digit Zip Code: _____

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Appendix IV

Emergency Rental Assistance Grant Project Status Report (Form R-1)

On the first day of each month during the term of this Agreement, and before it will be possible to make any disbursement, you are required to provide to the Agency the status towards the specific purpose as stated in the **ERA Grant Scope of Work (A-1) (Attachment I)**. This report is to be completed by the grant recipient and uploaded to the link below.

<https://ncosbm.sharefile.com/r-r4602faacfe644546998cd720b08a0b20>

1. Organization

Organization Name	Guilford County, North Carolina
Contract Agreement Number	ERA1-2021-0006
Date	

2. Financial Summary

Total Funding Authorized	Total Funding Received to Date	Balance
\$20,642,140.66		

3. Performance: The Recipient shall detail below how the organization has spent the amount of funding allocated for the specific purpose as stated in the Agreement. The description should include all activities and progress.

Descriptive summary of how the funds were used, including specific deliverables achieved to include the following performance information.

Performance Indicators

- Number of applications received
- Number of applications approved
- Number of applications determined ineligible
- Number of rent awards
- Number of utility awards
- Number of applicants below 80%, 50% and 30% of area median income
- Number of households qualified for unemployment benefits
- Number of households demonstrating a risk of homelessness or housing instability

Applicant Characteristics

- Head of Household (HH) Race
- HH Ethnicity
- HH Age
- HH Gender
- HH Zip Code
- Household Size
- Traditionally underserved groups (underserved, non-English speaking population)



I certify that funds mentioned in this document were used in accordance with Appendix I and II in the contract between the State of North Carolina and my organization.

Name:
Signature:
Title:
Phone:
Email:

**APPENDIX V: NCPRO Emergency Rental Assistance Grant
Monthly Disbursement Request (Form R-2)**

Form R-1 must accompany this form to receive funds disbursement from NCPRO.
RECIPIENT COMPLETION INFORMATION: Upload complete form to: <https://ncosbm.sharefile.com/r-r4602faacfe644546998cd720b08a0b20>

PART A: Summary of Funding Received and Spent

NAME OF RECIPIENT ORGANIZATION:	Contract Agreement Number	Total Funding Authorized by HB 196	Advance	Disbursement Request #1 (Details in Part B)	Disbursement Request #2 (Details in Part B)	Disbursement Request #2 (Details in Part B)	Disbursement Request #3 (Details in Part B)	Disbursement Request #4 (Details in Part B)	Disbursement Request #5 (Details in Part B)	Disbursement Request #5 (Details in Part B)	Total Received to Date	Point of Contact Name	Point of Contact Title:	Point of Contact Email	Point of Contact Phone Number
Guilford County, NC	ERA1-2021-0006	\$20,642,140.66													

Recipient Name or Subcontractor Name	Employee Expenses (e.g., Payroll and benefits cost for employee that are dedicated to COVID-19)	Contracted Labor Expenses	Other Administrative Expenses (e.g., utilities, telephone, data, lease related expenses)	Rent Awards	Utility Awards	Housing Stability Services	Other Expenses (e.g., related charges not assigned in herein and described by recipient)	TOTAL Expenditures	Notes
Ex. «RecipientName» vendor									
Ex. «RecipientName» employee									
Ex. «RecipientName» Recipient							\$		
Ex. «RecipientName» Subcontractor							\$ -		
							\$ -		
							\$ -		
							\$ -		

