



MEMORANDUM

To: Mayor and Members of the City Council

From: Montique McClary, Interim City Manager
Alicia Steward, Finance Director
Jon Hawley, Grants Administrator

Date: September 23, 2022

Re: Consideration - Potential CDBG-CV Amendment

****If it is the desire of the Council, this item may be moved to the Regular Agenda for a vote / further direction following the Work Session discussion.****

BACKGROUND:

On December 4, 2020, the NC Department of Commerce, Rural Economic Development Division (REDD), announced the City of Elizabeth City had been awarded \$765,000 in Community Development Block Grant-Coronavirus funding to establish and implement the "Coronavirus Care Collaborative" (CVCC) Program. In operation since the spring of 2021, the CVCC is a collaboration with the Albemarle Area United Way that serves low-to moderate-income (LMI) households impacted by COVID-19. Specifically, the CVCC provides short-term housing and utility payment assistance to qualifying households to prevent evictions or disconnections.

As reported to the City Council on August 8, 2022, the CVCC is a successful program but has disbursed less assistance than first anticipated. Our CDBG-CV award requires all funds to be obligated by March 17, 2023, and expended by June 17, 2023. In the spirit of community, the United Way agreed that some funds could be repurposed from the CVCC to another Public Service. To that end, City staff presented a potentially eligible proposal from the Food Bank of the Albemarle to the City Council on August 22, 2022.

At that meeting, the City Council directed City staff to more broadly solicit nonprofits, leading to a formal Request for Proposals open from August 25 to September 6. The City received one response, from the River City Community Development Corporation. River City proposed to provide a rental and housing assistance program as well. City staff placed its proposal on the agenda for the Council's September 12 meeting, but the Council deferred the matter to the September 26 meeting.

ANALYSIS:

As City staff reported on September 9, 2022, River City CDC provided a complete response to the RFP, has proposed an eligible activity, and has the experience/capacity to perform it. However, City staff also expressed concerns that River City's proposal is a duplication of efforts. Anyone served by River City's proposal would also qualify the United Way's existing program; the Food Bank proposal sought to open up a new Public Service running concurrently with housing/utility assistance, which could accelerate our grant drawdowns. These concerns remain, but City staff believes they can be addressed in a satisfactory manner to all involved.

River City's proposal could most easily be implemented if it implemented the existing CVCC program alongside the United Way. Based upon guidance from Commerce, this is not a substantial change to our project and therefore would not trigger the amendment process, which takes more than a month. All that would have to be done is for the City to enter into subrecipient and duplication of benefits agreements with River City – as the City did with the United Way – and for the City to submit a simple project revision request. River City could begin implementing the CVCC as soon as Commerce approved the revision request. (City staff have also stressed to both the United Way and River City that coordination between the agencies is vital, to ensure the program is implemented consistently and that no applicant is double-served or exceeds program caps.)

Assuming River City is approved to implement the CVCC, there remains the question of how to accelerate the investment of CDBG-CV funds into the community. City staff has two suggestions.

First, based off of recently obtained federal feedback about the CDBG-CV program, it may be possible to relax CVCC eligibility criteria concerning demonstration of COVID-19 impact. City staff could pursue a separate project revision request to see if Commerce would allow more flexibility. This might allow previously ineligible households to be served. If a change to the CVCC is approved, it would benefit the United Way and River City equally, as they are implementing the same program.

Second, the Food Bank's proposal could still be pursued. It would provide enhanced meal distribution and delivery to food-insecure households, and food delivery is an eligible activity. However, given that the Food Bank's proposal has been delayed a month, and it may be possible to broaden CVCC eligibility, there may be merit to revising its funding amount. City staff have tentatively suggested capping the CVCC at \$500,000, rather than the \$425,000 first proposed last month. That would reduce the Food Bank's potential award from \$340,000 to \$265,000 for the Food Bank. The Food Bank has advised that is still sufficient to move forward with its original proposal; the line item for food purchases would be reduced to meet the new budget. This proposal would require reinitiating the public hearing process, however. (Again, a merit of the Food Bank's proposal is that it proposes upfront capital purchases, which hopefully allow funds to be obligated faster.)

STAFF RECOMMENDATIONS:

To proceed with the River City and Food Bank proposals, City staff advise the following motions:

1. By motion, authorize execution of an agreement between the City and River City Community Development Corporation for implementation of CVCC activities, and authorize submission of a project revision request to the NC Department of Commerce.

AND

2. By motion, authorize City staff to pursue a project revision request seeking to broaden CVCC eligibility criteria so more households could be served, and authorize the Mayor to sign official correspondence as needed to that end.

AND

3. By motion, call for public hearing to be held on October 10, 2022, in Council Chambers for consideration of a project amendment to the City's CDBG-CV award seeking to fund the Food Service Enhancement Program, in the amount of \$265,000.

CITY OF ELIZABETH CITY, NORTH CAROLINA
SUBRECIPIENT AGREEMENT

THIS CITY OF ELIZABETH CITY SUBRECIPIENT AGREEMENT (the "Subrecipient Agreement") is dated the 27th of September, 2022, and is between the CITY OF ELIZABETH CITY, 306 E. Colonial Avenue, Elizabeth City, North Carolina 27909 (the "City of Elizabeth City") and RIVER CITY COMMUNITY DEVELOPMENT CORPORATION ("RCCDC" or the "Subrecipient"), a nonprofit, exempt organization under section 501(c)(3) of the Internal Revenue Code.

BACKGROUND:

The City of Elizabeth City applied for and was awarded a grant in the amount of \$765,000 on December 17, 2020, through the Community Development Block Grant-Coronavirus Program ("CDBG-CV"), a program administered by the North Carolina Department of Commerce ("DOC" or "the Department"), Rural Economic Development Division ("REDD"). The purpose of the CDBG-CV is to assist communities deemed as eligible and non-entitlement by the US Department of Housing and Urban Development ("HUD") with urgent needs created by the Coronavirus Disease 2019 ("COVID-19") pandemic. The City has been awarded CDBG-CV funds to collaborate with the RCCDC to form and operate the Coronavirus Care Collaborative ("CVCC") Program to provide temporary subsistence payments to Elizabeth City and/or Pasquotank County residents who qualify under HUD criteria as low- to moderate-income and are negatively impacted by the COVID-19 pandemic.

The City executed its CDBG-CV Grant Agreement with the DOC on January 25, 2021. The City and the RCCDC enter into this Subrecipient Agreement for the purposes of confirming the terms and conditions of CDBG-CV assistance to operate the CVCC Program, and for defining the terms and duties of each party in implementing the CVCC.

Therefore, the City of Elizabeth City and the Subrecipient agree to the following:

1. GRANT DOCUMENTS

This Subrecipient Agreement consists of this document and the following: the Grant Agreement between the City and the DOC, "Exhibit A"; the Funding Approval Agreement, "Exhibit B"; the Performance-Based Contract, "Exhibit C"; and the Duplication of Benefits Agreement, "Exhibit D." The definitions, terms and conditions, and provisions of these Exhibits are hereby incorporated by reference into the Subrecipient Agreement. Through execution of this Subrecipient Agreement, the RCCDC shall become a Subrecipient of the City's CDBG-CV grant award, and thereby agrees and shall adhere to all terms, conditions, and requirements of the Grant Agreement, Exhibit A, and shall assist the City in its

compliance with same. If a question or dispute arises in the proper interpretation of these documents, the Grant Agreement between the City and DOC shall control.

2. TERM

The term of this Subrecipient Agreement shall start on the last date of signature by the parties, and shall expire with the Closeout Date contained in the City's Grant Agreement, September 17, 2023. However, the RCCDC shall comply with all administrative, reporting, and/or recordkeeping requirements contained within 24 CFR 570.502 or other applicable codes, rules, or statutes that may extend beyond the expiration date.

3. PURPOSE AND BUDGET

The purpose of this grant is to operate the Coronavirus Care Collaborative ("CVCC") Program to provide temporary subsistence payments to Elizabeth City and/or Pasquotank County residents who qualify under HUD criteria as low to moderate income and are negatively impacted by the COVID-19 pandemic. These subsistence payments are intended to prevent qualifying residents from experiencing eviction from their primary residences or disconnection of essential utility services at those residences.

The budget for the CVCC Program, unless modified or amended by the DOC, shall be no more than \$765,000. No more than \$720,000 of this amount shall be used for subsistence payments as previously described. A total of \$45,000 was also allocated for verifiable administrative expenses; in light of a prior subrecipient agreement, no more than \$15,000 shall be used to reimburse the RCCDC for necessary, proper, and documented administrative expenses incurred in performing its duties as Subrecipient. If there are not adequate grant funds to cover these administrative expenses, that shall in no way alter or lessen the RCCDC's duties and responsibilities under these Grant Documents.

4. RECIPIENT'S DUTIES

The City shall ensure and assist with compliance with CDBG-CV Program requirements, including recordkeeping and reporting to the DOC and federal agencies, and timely review of and disbursement for Payment Requests to the RCCDC, subject to the availability of local and/or grant funds.

5. SUBRECIPIENT'S DUTIES – ADMINISTRATION AND RECORDKEEPING

The RCCDC shall provide intake services and collect applications for subsistence payments. It shall review applications for eligibility under the CDBG-CV and CVCC programs, and forward eligible applications to the City as Payment Requests. Payment Requests are further subject to the procedures and restrictions detailed in Part 7 of this Subrecipient Agreement.

The RCCDC shall comply with the Recordkeeping Requirements summarized in the Grant Agreement, Part 9, including meeting state and federal requirements and responsibilities

set forth in: 4 NCAC 19L.0911, 24 CFR 570.490, 24 CFR 570.506, and 24 CFR 85.42, as each may be modified by the DOC or HUD. Consistent with those requirements, the RCCDC shall keep clear, detailed, and organized records of:

- All applications for assistance, including names, addresses, and demographic information of all applicants, and their supporting documentation
- The types and amounts of assistance requested by each applicant
- The types and amounts of assistance approved for each applicant; if assistance is denied or reduced, the grounds for denial or reduction shall be specified (e.g., "applicant requested assistance over maximum," "applicant could not demonstrate qualifying income," "applicant could not demonstrate qualifying residency," etc.)
- The types and amounts of assistance paid, the direct recipient of assistance payments (e.g., the applicant's landlord or utility provider), and records of the checks or electronic fund transfers used
- Administrative expenses incurred and necessary to perform its duties as provided in the Grant Documents.

The RCCDC shall further provide any duly authorized representative of the City, DOC, the State of North Carolina, HUD, and other authorized state and/or federal parties reasonable access to all documents relating to this grant for five years following the completion of all close-out procedures. Original files shall be maintained at the City's offices for access purposes.

To help meet its responsibilities defined in the preceding paragraph, the RCCDC shall also obtain and retain releases or waivers from project applicants allowing for authorized individuals' and parties' review of personal, income-related, financial, tax and/or other information related to determining eligibility for CDBG assistance.

6. SUBRECIPIENT'S DUTIES – GENERAL COMPLIANCE

The RCCDC will comply with, and assist the City's compliance with, all applicable federal and state laws, executive orders, rules, and regulations that are applicable to public service and CDBG programs. These include, but are not limited to, the provisions contained in 24 CFR 570.503 and 24 CFR 85.37.

The RCCDC shall also comply with federal and state provisions applicable to the CVCC Program, including, but not limited to, the following:

- a. The RCCDC shall track and properly dispense with any program income that may be generated by the CDBG-CV Program, in accordance with 24 CFR 570.504(c). At the end of a program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the RCCDC, subject to any exceptions provided by 24 CFR 570.503, 24 CFR 570.504(c), or other applicable federal laws and regulations.

b. The RCCDC shall comply, and assist the City with compliance, with uniform administrative requirements under 24 CFR 570.502, including retention of records for the required periods.

c. The RCCDC shall comply with all federal laws and regulations described in 24 CFR 570.600 through 24 CFR 570.615, currently codified as "Subpart K – Other Program Requirements," excepting that the RCCDC does not assume the City's environmental responsibilities described at 24 CFR 570.604, nor does it assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

d. Upon the expiration of this Subrecipient Agreement, the RCCDC shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. While property acquisition is not the purpose of this grant, in the event property is acquired, it shall be subject to the provisions of 24 CFR 570.503(b)(7), "Reversion of Assets."

e. Conflict of Interest: The RCCDC shall comply with all applicable Conflict of Interest provisions, including but not limited to: 4 NCAG.19L .0908 and .0914; NC General Statute 14-234; 24 CFR 85.36; 24 CFR 570.489 (g) and (h); and 24 CFR 570.611. The Grant Agreement, Part 6, provides a general summary of people and circumstances who may be covered by these codes or statutes.

f. Duplication of Benefits: The RCCDC shall, with the City, ensure CVCC activities do not result in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018. Policies and procedures to prevent Duplication of Benefits are further defined in Exhibit D, the Duplication of Benefits Agreement.

g. Reimbursement to the City for Improper Expenditures: Consistent with Part 8 of this agreement, Legal Remedies and Termination, the RCCDC shall reimburse the City for any amount of grant assistance that is improperly expended.

h. Section 109 of the Housing and Community Development Act – Nondiscrimination: No person in the United States shall on the ground of race, color, national origin, 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 funds available under this title.

i. Age Discrimination Act of 1975, as amended: No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

j. Section 504 of the Rehabilitation Act of 1973, as amended: No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits

of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

k. Nondiscrimination, Language Access, Title VI of the Civil Rights Act of 1964: The RCCDC shall take responsible steps to reduce barriers to access to CDBG activities by persons of Limited English Proficiency, such as offering access to translated applications or the assistance of interpreters.

l. Procurement Standards: Where applicable, the RCCDC shall follow state and federal procurement standards, including those established in 24 CFR, Part 85, and HUD implementing regulations that prohibit "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting. Other applicable procurement standards are also provided in 4 NCAC 19L .0908, and the relevant laws cited therein, including but are not limited to: conflicts of interest (NCGS 14-234), public building contracts (NCGS 148-128 to 135), payment and performance bonds (NCGS 44A-25 through 35), acquisition and relocation (4 NCAC 19L.1003), property management standards (4 NCAC 19L.0909), equal opportunity (4 NCAC 19L.1001), and labor standards (4 NCAC 19L.1006).

m. Equal Employment and Labor Standards: The CVCC Program is not intended or designed to create direct employment opportunities. However, if employment opportunities are created, the RCCDC shall comply with, or assist the City in complying with, Parts 16, 17, and 23 of the Grant Agreement, concerning Equal Employment, Local Economic Benefit (Section 3), and Labor Standards respectively.

7. PAYMENT REQUESTS

In order to receive grant funds, the Subrecipient shall submit a Payment Request to the City's designated grant administrator. Consistent with the recordkeeping requirements defined in Part 5 of this agreement, a Payment Request shall include:

a. A cover letter signed by the RCCDC's executive director. The cover letter shall state: the total amount of funds requested; the number of households that would receive subsistence payments through the Payment Request, if funded; and, if administrative expenses are claimed, the total hours used in reviewing cases and the total expense claimed. The cover letter shall also affirm the RCCDC has diligently reviewed all applicants to verify eligibility without duplication of benefits, that the Payment Request contains a true and accurate summary of their information that establishes eligibility, and that RCCDC officials have complied with all relevant provisions of this Subrecipient Agreement and the other Grant Documents.

b. A summary spreadsheet that details each applicant reflected in the Payment Request. The spreadsheet shall include: the applicant's name, address, household size, demographic information (if provided), their income level and status as either "low-" or

"moderate-income" (according to HUD thresholds), their requested amounts and types of assistance (e.g., housing or utility payments), the RCCDC's recommended amount of assistance, and to whom the assistance will be paid (e.g., their housing and/or utility providers). The spreadsheet should also list the RCCDC staff hours dedicated to each applicant and the amount of administrative expense claimed for each applicant.

c. A summary spreadsheet of applicants who have previously received CVCC assistance. This spreadsheet shall include the information listed in Part 7(b) of this Agreement, but shall also state the date of payments made on behalf of each applicant, and include the check or electronic transfer number. If additional staff hours are claimed for applicants previously approved for assistance, those hours, and the additional administrative expense claimed, should also be reported on this spreadsheet.

d. Copies of each application, and all supporting documentation, for each applicant. Original copies shall be preserved and provided to the City upon request, or at closeout of the grant, whichever occurs first; see Part 5 of this agreement.

The RCCDC shall submit a Payment Request monthly, unless the City allows or requests a different schedule in writing. The City anticipates prefunding Payment Requests from local monies and then seeking reimbursement from DOC.

When the City receives a Payment Request and deems it complete, the City shall determine the "eligible" and "approved" payment amounts within five (5) business days. The "eligible" amount is the amount of the Payment Request that meets all the requirements and criteria of the CDBG-CV Program, and is therefore subject to reimbursement from the DOC; if any amounts are potentially ineligible, the City shall work with the RCCDC to resolve the matter, including by facilitating additional or modified documentation, or requesting ineligible amounts be removed from the Payment Request. The "approved" amount is the "eligible" amount of the Payment Request that the City determines to prefund.

Upon finalizing the "approved" amount, the City shall disburse funds to the RCCDC within five (5) business days. The RCCDC shall then disburse payments on behalf of applicants within ten (10) business days. When the City provides funds for applicant payments, and those payments are not made within ten (10) business days, the City may require the RCCDC to return those funds; upon such request, those funds shall be returned within five (5) business days.

It is the City's intent to fully and promptly fund eligible requests. Therefore, the "eligible" and "approved" amounts should be identical in most circumstances. Nevertheless, if, in the City's sole discretion, it determines that fully funding an approved Payment Request would substantially impair the proper fiscal management of the City, it may request that a portion of the "eligible" amount be deferred to the next Payment Request. This deferral may only be used in cases of Payment Requests of \$80,000 or greater. Additionally, if

the DOC takes 60 days or more to fully fund the City's outstanding reimbursement requests, the City may require a pause in submission of Payment Requests until the City receives necessary reimbursement from the DOC.

In the event the City defers a portion of a Payment Request, or requires a pause in submission of Payment Requests, as described above, the RCCDC may, in its sole discretion, use its available funds to fund subsistence payments found "eligible" by the City. If the RCCDC does so, it shall document and notate those payments in the summary spreadsheet, and the City shall reimburse the RCCDC for those payments, subject to receipt of necessary funds from DOC.

8. DISPUTE RESOLUTION, LEGAL REMEDIES, AND TERMINATION

In the event of a dispute between the RCCDC and the City, the parties shall make good-faith efforts to resolve the dispute amicably. The City shall also provide its final decision on the dispute as soon as is reasonably practicable, including allowing time to consult with the DOC. In the event there is a dispute over an eligibility determination by the City's grant administrator and DOC declines to provide clear direction within five (5) business days, RCCDC may appeal in writing to the City Manager or their designee other than the grant administrator, and that designee shall provide a written decision within ten (10) business days of receiving said appeal.

In the event of a dispute from an applicant against the RCCDC, the City, or both, the City and/or the RCCDC shall similarly make good-faith efforts to resolve the dispute amicably, and provide the applicant a final decision as soon as is reasonably practicable, including allowing time to consult with DOC.

If the disputing party is dissatisfied, the disputing party shall appeal to Pasquotank County Superior Court for a trial de novo, to the extent that jurisdiction is proper pursuant to NCGS 7A-240 and other applicable law.

Consistent with the dispute resolution provisions above, if it is determined that the RCCDC is unintentionally noncompliant with the Grant Documents, the City will immediately notify the RCCDC of the noncompliance and make reasonable efforts to assist in correcting the noncompliance. Noncompliance shall be corrected as soon as possible, and no later than 15 days after the City provides the RCCDC written notice of the noncompliance, unless the City allows additional time. The City reserves the right to respond to noncompliance with any of the remedies allowable under federal law, including but not limited to the remedies under 2 CFR Subpart D, such as withholding payments or disallowing certain noncompliant activities from Payment Requests.

Consistent with the dispute resolution provisions above, if it is discovered that the RCCDC: willfully failed to comply with CDBG-CV Program requirements and the Grant Documents; deliberately misrepresented information reported to the City and/or DOC; violated CDBG-

CV and Grant Documents requirements to such severity that DOC may exercise its rights to terminate the City's grant; or any combination of these circumstances, the City may terminate this agreement in its sole discretion. No rights to seek further legal remedy are waived.

Signed this _____ of _____, 2022:

City of Elizabeth City:

E. Kirk Rivers, Mayor

Date

River City Community Development Corporation:

Lenora Jarvis-Mackey, President

Date

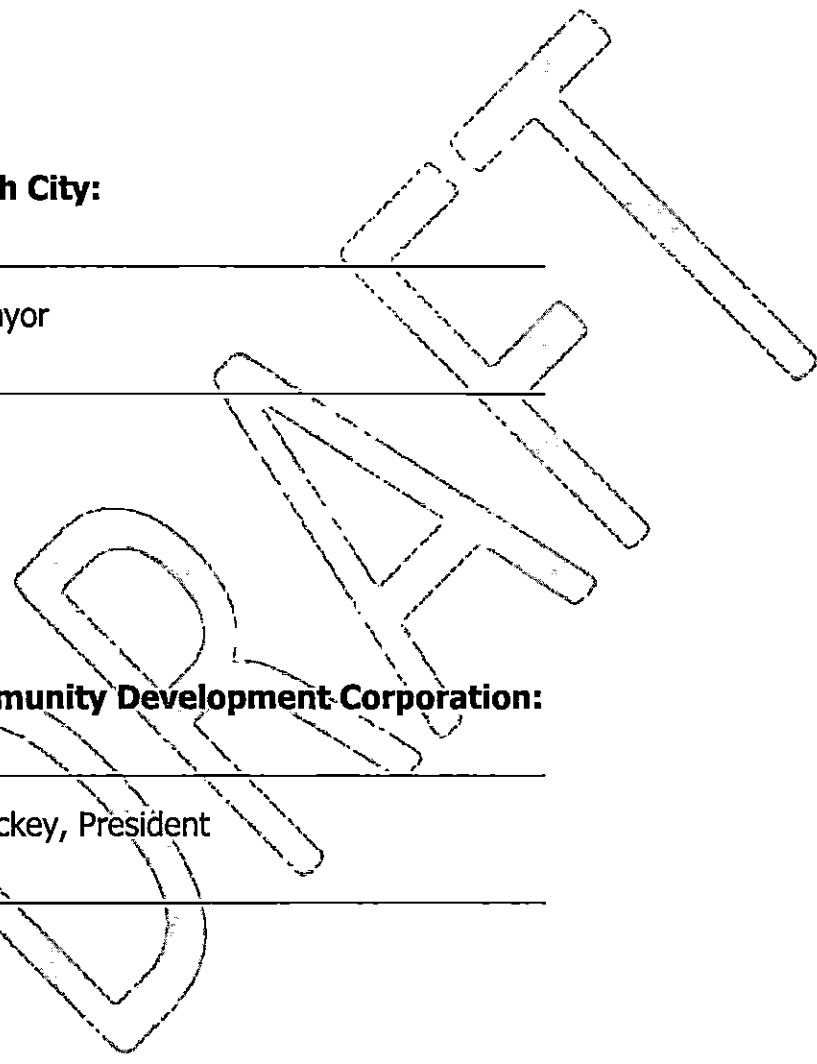


EXHIBIT D

CITY OF ELIZABETH CITY DUPLICATION OF BENEFITS AGREEMENT

THIS CITY OF ELIZABETH CITY DUPLICATION OF BENEFITS AGREEMENT ("DOB Agreement," in short) is dated the 26th of September, 2022, and is between the CITY OF ELIZABETH CITY, 306 East Colonial Avenue, Elizabeth City, NC 27909, and RIVER CITY COMMUNITY DEVELOPMENT CORPORATION ("RIVER CITY CDC"), a nonprofit, exempt organization under section 501(c)(3) of the Internal Revenue Code.

1. STATEMENT OF PURPOSE

The City of Elizabeth City is the Recipient of a grant in the amount of \$765,000, awarded on December 17, 2020, through the Community Development Block Grant-Coronavirus Program ("CDBG-CV"), a program administered by the North Carolina Department of Commerce ("DOC" or "the Department"), Rural Economic Development Division ("REDD"). The purpose of the CDBG-CV is to assist communities deemed as eligible and non-entitlement by the US Department of Housing and Urban Development ("HUD") with urgent needs created by the Coronavirus Disease 2019 ("COVID-19") pandemic. The City has been awarded CDBG-CV funds to collaboratively form and operate the Coronavirus Care Collaborative ("CVCC") Program to provide temporary subsistence payments to Elizabeth City and/or Pasquotank County residents who qualify under HUD criteria as low-to moderate-income and are negatively impacted by the COVID-19 pandemic.

The City executed its CDBG-CV Grant Agreement with the DOC on January 25, 2021. The City and the RIVER CITY CDC have further entered into a Subrecipient Agreement that binds the RIVER CITY CDC, as Subrecipient of this CDBG-CV award, to perform certain administrative functions to implement the award while ensuring compliance with the terms and conditions of the Grant Agreement. Part 7 of the Grant Agreement, "Duplication of Benefits," states, in part, that the Recipient "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 Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 USC 5121 et seq.)

To comply with these statutes and regulations, and requirements of the CDBG-CV Program, the City and the RIVER CITY CDC, as Subrecipient, hereby enter into this Duplication of Benefits Agreement.

2. TERM

This agreement shall start on the date of the last signature, and shall expire with the Closeout Date contained in the City's Grant Agreement, September 17, 2023. However, the RIVER CITY CDC shall comply with any and all administrative, reporting, and/or recordkeeping requirements, as defined in the Grant Agreement and Subrecipient Agreement, that may extend beyond this term.

3. POLICY, PROCEDURE TO PREVENT DUPLICATION OF BENEFITS

RIVER CITY CDC and the City of Elizabeth City shall coordinate to prevent duplication of benefits throughout the lifespan of requests for assistance under the CVCC. RIVER CITY CDC will conduct intake and review of requests for assistance recommendations, and, upon City approval, disbursement of assistance. Documentation shall be collected, maintained, and kept available to the City at every stage of a request for assistance. The RIVER CITY CDC shall designate a trained staff person to serve as CVCC manager.

The RIVER CITY CDC shall diligently perform the duties defined below, consistent with the terms and conditions of the Grant Agreement and Subrecipient Agreement. In the event of any question or dispute between this document, the Subrecipient Agreement, and/or the Grant Agreement, this document is subordinate to the Subrecipient Agreement, which, in turn is subordinate to Grant Agreement.

A. Intake

The CVCC manager shall collect identifying and contact information for each applicant, as well as a clear, detailed description of the type and amount of assistance requested. Contact information for the applicant's utility and/or housing provider shall also be collected. Relevant supporting documentation, including but not limited to overdue utility bills, disconnection notices, overdue rent/mortgage notices, eviction notices, etc., shall be collected to verify the amounts and time periods covered under the requested assistance. In the case of housing payment assistance, a copy of the lease/mortgage shall also be requested.

Applicants will be made aware of alternative, similar assistance programs, if available, and asked to detail any requests for assistance they have made to those sources. On their requests for assistance, applicants will be required to sign a statement attesting that they have not, and will not, receive payments for the requested assistance from another source. This statement will also note that any discovered duplication of benefits will forfeit further CVCC assistance, and also require repayment of the duplicated amounts.

B. Review and Assistance Recommendations

The RIVER CITY CDC CVCC manager will review each applicant's documentation for accuracy and authenticity. They will cross-reference requests from the statewide

NCCARE360 network, a partnership of the NCDHHS and various private organizations, to further verify no duplication has occurred, and that an applicant's total, cumulative requests for CVCC assistance do not exceed CVCC maximums. They will also verify that the requested assistance has not been paid to a different person at the same address, which may indicate duplicated benefits to the same household. In the event there is any uncertainty as to whether a duplication of benefits has occurred, the River City CDC CVCC manager shall consult with agencies that may have already provided benefits, including but not limited to other subrecipients of CVCC funding. As of the execution of this agreement, the only other subrecipient of the CVCC is the Albemarle Area United Way. In the event that another organization is also designated as a subrecipient, the City shall promptly notify River City CDC in writing.

The RIVER CITY CDC CVCC manager will also contact the applicant's housing or utility provider to verify no payment has been received for the requested assistance. They will also request the provider agree, if assistance is approved, to sign a short statement confirming they have received payment and that no eviction/disconnection will occur due to lack of payment for the time period specified in the request for assistance.

Upon completing due diligence to verify no duplication of benefits, the RIVER CITY CDC shall present a Payment Request containing its recommendations for CVCC assistance to the City, following the procedures and providing the documentation as required by the Subrecipient Agreement. This documentation shall also include a signed cover letter that includes a statement that the RIVER CITY CDC has verified applicants' eligibility without any duplication of benefits, including a statement that the NCCARE360 database has been consulted, and a statement of how much prior assistance an applicant has received. The City shall not approve assistance to an applicant if it discovers evidence that a duplication of benefits may have occurred. In the event of potential duplication of benefits, the City and the RIVER CITY CDC shall collaborate to resolve the matter, consistent with Part 8 of the Subrecipient Agreement.

C. Assistance Payments

Utility and housing assistance payments shall be paid directly to the applicant's verified utility or housing providers. Documentation confirming disbursement and receipt of payment shall be collected and maintained, and, where possible, the RIVER CITY CDC shall collect signed statements from the utility/housing provider confirming receipt of payment and that it resolves current eviction or disconnection processes against the applicant. When it is not possible to secure these statements, the RIVER CITY CDC shall periodically follow up with applicants to verify their housing and/or utility needs were addressed.

Signed this 26th day of September, 2022

City of Elizabeth City:

E. Kirk Rivers, Mayor

Date

River City Community Development Corporation:

Lenora Jarvis-Mackey, President

Date