



**REBUILD NC HOMEOWNER GRANT AGREEMENT  
(Reimbursement)**

THIS AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (“Participant(s)/Homeowner(s)”), in consideration for the grant offered by the North Carolina Department of Public Safety, Office of Recovery and Resiliency (“NCORR”). The undersigned makes the following representations, covenants, promises, and agreements in favor of NCORR and in consideration of the award of grant funds as more fully set forth below (the “Agreement”). By signing this Agreement, the undersigned agree(s) to the terms and conditions as stated herein.

<b>SECTION 1: HOMEOWNER INFORMATION</b>	
<b>Homeowner</b>	<b>Co-Homeowner</b>
<b>Name:</b>	<b>Name:</b>
<b>Damaged Home Address:</b>	
<b>Mailing Address (if different from Physical Address):</b>	<b>Mailing Address (if different from Physical Address):</b>
<b>SECTION 2: IMPLEMENTING AGENCY</b>	
<b>Name: North Carolina Office of Recovery and Resiliency</b>	
<b>Mailing Address: PO Box 110465, Durham, NC 27709</b>	
<b>SECTION 3: GRANT INFORMATION</b>	
<b>Grant Amount:</b>	<b>Application Number:</b>
<b>Grant Signing Date:</b>	<b>Program Type: State-Managed Reimbursement</b>
<b>Disbursement of Funds: The proceeds of the Grant will be disbursed by NCORR to the Homeowner to reimburse for eligible pre-award rehabilitation expenses which have been approved by NCORR.</b>	

## **RECITALS**

**WHEREAS**, Hurricane Matthew made landfall on the coast of North Carolina on October 8, 2016, leading to the declaration of fifty counties in the State as federal disaster areas and significantly impacting residents of central and eastern North Carolina; and

**WHEREAS**, Hurricane Florence made landfall on the coast of North Carolina on September 14, 2018, leading to the declaration of fifty-two counties in the State as federal disaster areas and significantly impacting residents of central and eastern North Carolina; and

**WHEREAS**, the Participant(s) owned and occupied the property located at the damaged home address listed above (the “Damaged Property”) as his/her/their primary residence at the time of the October 8, 2016 disaster or the time of the September 14, 2018 disaster; and

**WHEREAS**, the Damaged Property was damaged by the October 8, 2016 disaster and/or the September 14, 2018 disaster; and

**WHEREAS**, the United States Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program funds to the State of North Carolina through its Department of Commerce (“DOC”) under the Continuing Appropriations Act of 2017 (Public Law 114-254) for the purpose of assisting in the recovery efforts necessitated by the devastation caused by Hurricane Matthew in effected counties; and

**WHEREAS**, on January 2, 2019, the North Carolina General Assembly passed the Disaster Recovery Act of 2018 (S.L. 2018-136) creating NCORR, which assumed from NCEM the duty of managing the State’s CDBG-DR program; and

**WHEREAS**, on June 14, 2019, HUD allocated CDBG-DR funds to NCORR making the agency the new grantee and responsible entity for disaster recovery; and

**WHEREAS**, NCORR is the Grantee for the State of North Carolina (the “State”) and will make assistance, including CDBG-DR funds for Homeowner Recovery, Small Rental Repair, Multi-Family Rental Housing, Strategic Buyout, Supportive Housing and Services, Public Housing Restoration, Economic Development, Infrastructure, Resiliency, Public Facilities and Community Recovery available to the Counties, its citizens, federally recognized tribes and other entities in accordance with the State’s Approved Action Plan and Amendments; and

**WHEREAS**, the Participant(s) applied for assistance from the CDBG-DR Homeowner Recovery Program (the “Program”). In the Program application, the Participant(s) provided among other things, information regarding household income, demographics, and funds received for disaster relief assistance from other sources (e.g., insurance, the Federal Emergency Management Agency (“FEMA”), the Small Business Administration (“SBA”), non-profits, etc.) that NCORR has relied on in determining the Participant’s eligibility for, and the amount of, Program assistance to be awarded; and

**WHEREAS**, funding for this Project is provided pursuant to HUD’s CDBG-DR Homeowner Recovery Program that is being implemented by NCORR. Participant(s) are not

required to pay fees or provide any type of payment to any contractors or other third parties in order to participate in this Program, except for any escrow payments that the State may require as outlined below; and

**WHEREAS**, subject to the execution of this Grant Agreement, the terms and conditions set forth herein, the continuing availability of Program funding and all Program policies and procedures which are incorporated herein by reference, the Participant(s) shall be eligible to receive the Award (as defined below) in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the Grant Award, and other good and valuable consideration, the receipt and sufficiency of which the Participant(s) hereby acknowledge, the Participant(s) make the following continuing representations, agreements, and promises:

**Participants/Homeowners receiving disaster assistance that requires flood insurance to be purchased and maintained have the responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing. Participants/Homeowners must maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so.**

\_\_\_\_\_ **Initials Required**

- 1) **Term.** This Grant Agreement, except for provisions set forth below that expressly survive the termination thereof, shall begin on the effective date and terminate upon NCORR’s receipt and approval of all closeout documentation.
- 2) **Award Amount.** NCORR has offered a Grant (the “Award”) (see Exhibit A “*Award Calculation Table*”) for reimbursement for repair of the damaged home, pursuant to the Program policies and procedures. This amount was determined based on the information the Participant(s) provided in the Program application, in accordance with Program policies and procedures and all applicable federal, state and local rules and regulations governing the Program. Any changes to the Grant amount not addressed in this Agreement must be approved by the Participant(s) and NCORR.

**Award Calculation.** Participant(s) have selected and been deemed eligible for assistance for reimbursement from the CDBG-DR Program. NCORR will manage the assistance Participant(s) receive from the Program. In-kind services, services performed by Participant(s) family, and donated services or materials are not eligible for reimbursement. Participant(s) acknowledge that the Grant Amount is not calculated or intended to be equal to or based on the actual amount spent by the Participant(s) on repairs. The Grant Amount is subject to adjustment based on any Duplication of Benefits (“DOB”) received by the Participant(s) (as further described below), regardless of when those benefits are received. The Grant Amount may be limited to a percentage of the cost of the Reimbursement Estimate based on program eligibility policies. Participant(s) have received and consented to NCORR estimate of reimbursable expenses, less any DOB and the calculation of the Grant Amount, as shown on *Exhibit A (“Award Calculation Table”)* attached hereto.

Participant(s) are advised and agree that additional information may be required by NCORR to determine that the Grant Amount was properly calculated. Participant(s) should maintain all

records, receipts, invoices and other documentation related to any demolition, repairs, or construction of the Damaged Home for no less than five (5) years from project closeout. Participant will provide the documentation to NCORR upon request.

**3) Participant(s) Continuing Representations and Warranties.** As a condition of receipt of this Award, Participant(s) hereby expressly make the following representations and warranties:

*Please provide an initial signature for 3(a) through 3(l) and (m), if required. In this section.*

- a) I/we provided true and accurate information in connection with my/our Program application(s) and to Program staff and have not misrepresented or omitted any information relevant to my/our eligibility for Program assistance.

\_\_\_\_\_ **Initials Required**

- b) I/we attest that my/our property (1) was damaged or destroyed by Hurricane Matthew and/or Florence; (2) is located in an eligible county; (3) and was owned and occupied as my/our primary residence prior to October 8, 2016 (Hurricane Matthew) or September 14, 2018 (Hurricane Florence), or I have since inherited or come into possession of the property through a program-eligible means of ownership transfer, and the property is still owned by me/us as of the Effective date.

\_\_\_\_\_ **Initials Required**

- c) I/we attest that my/our property has not received notices of default or seizure related to taxes, mortgage or title.

\_\_\_\_\_ **Initials Required**

- d) I/we are of the age of majority and of sound mind (including an undersigned Representative, if any), and have full power, authority, and legal right to execute this Grant Agreement;

\_\_\_\_\_ **Initials Required**

- e) I/we will not sell, rent or transfer the property for the term of this Agreement and any extensions thereof, or until after closeout documentation is approved by NCORR;

\_\_\_\_\_ **Initials Required**

- f) I/we will not convert the property to an ineligible use or structure type as explained in the Homeowner Recovery Policy Manual which can be found on the ReBuild NC website;

\_\_\_\_\_ **Initials Required**

- g) If applicable, I/we will stop working on the damaged home and commit to allowing the Program to rehabilitate the home to address storm related damages, environmental remediation and local code requirements in order to achieve, at a minimum, Housing Quality Standards (HQS);

\_\_\_\_\_ **Initials Required**

- h) I/we have reported all assistance received in my/our initial application and any monies received since the initial application;

\_\_\_\_\_ **Initials Required**

- i) I/we certify that I/we have provided complete, accurate, and current information regarding household income to demonstrate eligibility to receive CDBG-DR Program funds;

\_\_\_\_\_ **Initials Required**

- j) I/we confirm that all occupants and every owner of the damaged property have been notified of the terms of this Agreement. I/we certify by executing this Agreement to have the authority to act on behalf of any occupants of the damaged property and any others who may seek to claim any interest in the damaged property. I/we acknowledge that any interference by any person(s) who claims to have an interest in the damaged property may result in my/our repaying the Grant Amount or otherwise being liable for costs related to those claims;

\_\_\_\_\_ **Initials Required**

- k) I/we have had an opportunity to read, understand and agree to the Program policies and procedures and the scope of work for the rehabilitation of my damaged home.

\_\_\_\_\_ **Initials Required**

- l) I/we understand the Scope of Work performed pursuant to this Grant Agreement may result in an increase in property taxes and similar costs of home ownership like utilities.

\_\_\_\_\_ **Initials Required**

- m) This clause is \_\_\_\_\_ required, \_\_\_\_\_ NOT required (ReBuild NC will check correct option). I/we will obtain flood insurance with building coverage amounts equal to or greater than the Award amount as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001 (the “Flood Disaster Act”) and all other applicable State and Federal regulations once the rehabilitation of the damaged property is complete. I/we understand that I/we have a continuing obligation to notify the Program of any changes to my/our

flood insurance policy, and that proof of flood insurance will be required at closeout. Relevant changes include, but are not limited to, changes in insurance carrier, coverage limits and maximums, claims made to the insurance policy, renewal and cancellation notices.

\_\_\_\_\_ **Initials Required**

- 4) **Default.** The Participant(s) will be in default of this Agreement if the Participant(s) made a false certification in the immediately preceding Paragraph or otherwise fails to comply with any of the obligations set forth in this Agreement or applicable Program policies and procedures. Before NCORR may exercise the right to declare the Participant(s) in default, NCORR shall give the Participant(s) an opportunity to be heard upon not less than five (5) calendar days' written notice that sets forth the grounds for declaring a default. NCORR's decision shall be binding. Upon declaring a default, at its discretion, NCORR may take any or all of the following actions up to and including termination of this Agreement:
- a) Demand recapture for all or a portion of the Award that was paid and/or is due to a third party under this Agreement;
  - b) Require recapture for reasonable attorney's fees and/or collection costs;
  - c) Waive, forgive, and/or provide an opportunity to cure the default; and/or
  - d) Sue Participant(s) for damages or injunctive or equitable relief.
- 5) **Flood Insurance.** If the damaged or destroyed property is located within a Special Flood Hazard Area (SFHA), the following provisions apply.
- a) Participant(s) understand and acknowledge that **failure to maintain required flood insurance shall result in ineligibility from future federal disaster relief**, including but not limited to, CDBG-DR program assistance. In addition, the Participant(s) may be required to forfeit or repay the entire amount of federal assistance previously provided.
  - b) If flood insurance is required for any property that is the subject of this Agreement, the insurable structure shall, at all times, be under a flood insurance policy in an amount of the lesser of (1) the full insurable value of the project cost as determined by the grant award, or (2) the maximum amount available for the structure under the National Flood Insurance Program, or a successor program.
  - c) If the Participant(s) cannot afford flood insurance or a flood insurance rider, the NCORR Homeowner Recovery Program may assist in payment of the premium for flood insurance, up to \$2,000 per household for low-to-moderate (LMI) income households located within an SFHA. The Participant(s) are responsible for the payment of excess flood insurance premiums that may exist after assistance from NCORR, and for premiums every year thereafter. Participants who receive CDBG-DR assistance and reside in an SFHA must purchase and maintain flood insurance on the property for the life of the property, unless and until FEMA Flood Insurance Rate Maps change and no longer include the damaged property in an SFHA. If the Participant(s) relocate to another primary residence during the term in which NCORR is assisting in the payment of flood insurance premiums, Participant(s) are required to notify NCORR and repay an

amount calculated based on the portion of the insurance policy paid for while the residence is not the Participant(s)'s primary residence.

- d) If the Participant(s) are required to maintain flood insurance on the property and the property is leased, sold, assigned, or inherited by any person or entity not a party to this Agreement, **Participant(s) shall notify all transferees in writing of the continuing obligation to maintain flood insurance on the property**, and that the transferee may be liable if he/she/they fail to do so. If Participant(s) fail to provide such notice, Participant(s) may be liable to the United States for repayment of previous disaster assistance related to the property and may not be eligible for future federal disaster assistance.

#### **Initials Required**

- 6) **Owner Occupancy.** Participant(s) who sign this Agreement agree to maintain the property as their primary residence during the term of this Agreement, any extensions thereof, or until closeout documentation is approved by NCORR. If during the term of the Grant Agreement, Participant(s) (1) use the property as an investment property (2) convert the structure to an ineligible structure type or use, or (3) uses the property as a recreational house or “second” home, then NCORR may require immediate repayment in full of the entire grant amount provided to the Participant(s). Participant(s) agree that if during the term of this Agreement, any extensions thereof or prior to closeout, Participant(s) sell part or all of the property without NCORR’s prior written consent, then NCORR may require payment in full the amount of the Grant outstanding at the time of sale.
- 7) **Elevation.** If the damaged or destroyed property is located within a 100-year floodplain or Special Flood Hazard Area, Participant(s) must have elevated the property to meet Federal floodplain requirements to receive Program funds. Replaced properties must be removed from the floodplain or raised **the required amount** above the Base Flood Elevation (BFE), and meet National Flood Insurance Program (NFIP) minimum requirements and the current building code to qualify.
- 8) **Prohibition Against Duplication of Benefits (“DOB”).** Any funds already received by Participant(s) for damage to the Damaged Property for the Qualifying Event from FEMA, SBA, insurance companies, nonprofits or any other source must be deducted from Participant’s grant amount as a DOB. Participant(s) agree that if Participant(s) receive insurance proceeds, or federal benefits from FEMA, SBA, or any other program for the rehabilitation to the residence which is the subject of this Agreement, Participant(s) will report receiving benefits by emailing or calling within one (1) month of receipt of additional proceeds and/or benefits. If Participant(s) fail to report additional insurance proceeds and/or federal benefits, NCORR may require immediate repayment in full of the entire grant amount provided by NCORR.
- 9) **Closeout Certification.** Upon completion of the Participant’s project under the Program, Participant(s) must submit a Compliance Form to NCORR. The Compliance Form will require Participant to certify that the CDBG-DR-assisted property is their primary residence, the property has up to date flood insurance (if applicable), and that no additional funds have been received for disaster related activities. In addition, the Participant(s) must submit documentation of ownership, insurance, and DOB from other sources. NCORR will then perform a final DOB

check and reconciliation of funding to determine if the Participant(s) are required to repay Program funding prior to closeout. Failure to return the Compliance Form with all required documentation will result in default of the Grant Agreement. NCORR will monitor Participant(s) compliance with the Program. NCORR will be responsible for the collection of all overpayments of Program funding and remittance of overpayments to NCORR upon receipt by the Participant(s).

## **10) Subrogation and Assignment.**

### **a) Assignment relating to funds received under the Program.**

- i)** In consideration of Participant's receipt of CDBG-DR Program benefits and/or the commitment by NCORR to provide benefits to the Participant under the Program, Participant hereby assigns to NCORR all of the Participant's rights to future payment and all payments previously received under any policy of casualty or property damage insurance (the "Policies"), and/or any and all compensation by virtue of any settlement, offer, or judgment against a third-party for the same property loss that was provided for through the Program and/or under any reimbursement or relief program related to or administered by FEMA, SBA, and/or under any reimbursement or relief program administered by any other organization that are the basis of the calculation of Participant's award to be paid to or on behalf of the Participant under the Program using CDBG-DR funds and that are determined to be a Duplication of Benefits ("DOB") in accordance with the Stafford Act as provided in the Agreement. These Subrogation and Assignment provisions apply only to payments the Participant may receive for damage that this Agreement is intended to address. In other words, these provisions do not apply to payments received for damages from other unrelated disasters or other unrelated insurable events.
- ii)** The proceeds or payments referred to in the preceding subparagraph whether they are from insurance, FEMA or the SBA, or any other source, shall be referred to herein as "Proceeds", and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds". Upon receiving any Proceeds not previously disclosed to NCORR, Participant agrees to immediately notify NCORR of such additional amounts. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be retained by NCORR and deposited into an Escrow Account as described herein and in the Escrow Agreement incorporated herein by reference.

### **b) Cooperation and Further Documentation.**

- i)** Participant agrees to assist and cooperate with NCORR should the State elect to pursue, or participate in the Participant's pursuit of, any of the claims Participant has against the insurers for reimbursement of DOB Proceeds under any such policies. Participant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Participant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by NCORR. Participant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Participant would be entitled to under any applicable



Disaster Program.

- ii) If requested by NCORR, Participant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to NCORR, to the extent of the Award and the Policies and Procedures, any amounts received for disaster recovery assistance that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by NCORR to consummate and make effective the purposes of this Agreement.

**c) Authorization of NCORR to Contact Third Parties.**

Participant expressly allows NCORR to request of any company or entity with which the Participant held insurance policies, or FEMA, or the SBA, or any other entity from which Participant has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by NCORR to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives Participant's consent to such company or entity to release said information to NCORR. Participant agrees to execute any third-party verification forms or other documentation required for NCORR or its designees to access Participant information to enforce this provision of the Agreement.

**d) Agreement to Turn over Proceeds; Future Reassignment.**

- i) If Participant (or any lender to which DOB Proceeds are payable, to the extent permitted by superior loan documents) has received or hereafter receives any DOB Proceeds, Participant agrees to promptly pay such amounts to NCORR, if Participant received an award under the Program in an amount greater than the amount Participant would have received if such DOB Proceeds had been considered in the calculation of Participant's award.
- ii) In the event that the Participant received, receives or is scheduled to receive any Proceeds not previously disclosed to NCORR ("Subsequent Proceeds"), Participant shall notify NCORR of such Subsequent Proceeds, and NCORR will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds") in accordance with the Stafford Act. Subsequent DOB Proceeds shall be disbursed as follows:
  - (1) If the Award has been fully expended by NCORR, any subsequent DOB Proceeds shall be paid by Participant to NCORR up to the amount of the Award.
  - (2) If no portion of the Award has been expended by NCORR, any Subsequent DOB Proceeds shall be paid by Participant to NCORR and used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Participant to NCORR shall be returned to the Participant, and this Agreement shall terminate.
  - (3) If some portion of the Award has been expended by NCORR, any Subsequent

DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Participant to NCORR to reduce the unexpended portion of the Award; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by NCORR; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Participant, and this Agreement shall terminate.

- (4) If NCORR makes the determination that the Participant(s) does not qualify to participate in any of the Homeowner Recovery Programs or the Participant decides not to participate in the Homeowner Recovery Programs, the Subsequent DOB Proceeds and any funds previously paid by the Participant to NCORR that have not been used or obligated by the Program shall be returned to the Participant and this Agreement shall terminate.

iii) Once NCORR has recovered an amount equal to the Award, NCORR will reassign to Participant any rights assigned to NCORR pursuant to this Agreement.

**11) Changes.** This Agreement completely integrates all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect unless part of this Agreement. No later renewal, addition, deletion, or other amendment shall have any force or effect except in a written supplemental document the parties sign. Except as specifically stated in this Agreement, no representations, agreements, covenants, warranties, or certifications, express or implied, exist between the parties.

**12) Non-Waiver by NCORR.** No waiver of any breach or default shall constitute or be construed as a waiver by NCORR of any subsequent breach or default or of any breach or default of any other provision.

**13) Grant Proceeds Contingent.** NCORR's Grant Award under this Agreement is contingent upon appropriation, budgeting, and availability of specific funds to discharge those proceeds. Nothing in this Agreement constitutes a debt, direct or indirect multiple fiscal year financial obligation, a pledge of NCORR's credit, or a payment guarantee by NCORR to the Participant or any Contractor.

**14) Environmental Conditions.** Recipients, to include Program Participants, of CDBG-DR funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 C.F.R., Part 58 and complete an Environmental Review Record (ERR). NCORR may require additional environmental reviews for projects that receive these funds. No funds may be obligated or expended by NCORR until the environment review procedures outlined in Part 58 have been executed. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

**15) Lead-Based Paint Prohibitions.** Any rehabilitation and/or elevation of residential housing with assistance provided under this Agreement shall be subject to HUD's Lead-Based Paint Regulations at 24 C.F.R. § 570.608, 24 C.F.R. § 35, Subpart B, and Chapter 130A of the North Carolina General Statutes, Article 19A (Lead-Based Paint Hazard Management Program). Such

regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Failure to complete lead hazard reduction or abatement activities in accordance with HUD's Lead Safe Housing Rule (LSHR) will result in repayment of all program funding, to include reimbursement for any previous work completed on the Property to NCORR.

- 16) Grievance Procedures.** If Participant(s) have a grievance about a decision rendered regarding any provision of this Agreement, Participant(s) can file a grievance with NCORR in the manner outlined in the Homeowner Recovery Program Manual. The grievance must be in writing and should specifically allege the basis for the grievance, the relevant facts and circumstances, and provide any supporting documentation that justifies the grievance.
- 19) Enforcement.** The Participant(s) acknowledge that NCORR has the right and responsibility to enforce this Agreement.
- 20) Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any action or proceeding arising under this Agreement shall be in the courts of the State of North Carolina.
- 21) Severability/Construction.** Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective only to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other documents referenced herein. This Agreement, to the extent possible, will be construed or reformed to give validity to its provisions. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto except for the United States of America as set forth herein.
- 22) Indemnification Agreement.** Participant agrees to indemnify and hold harmless the State, NCORR, and/or contractors, and each of their respective officers, directors, agents, designated representatives, employees and affiliates ("Indemnified Parties") from any all claims, losses, damages or liability (including attorney's fees) arising out of, or in any way related to, the CDBG-DR Award, or any other act or failure to act under this Agreement, any receipt of or eligibility for any DOB, and/or all other documents executed in furtherance of the CDBG-DR Award and/or this Agreement. If Participant(s) attempt to take legal action against the Indemnified Parties, the Indemnified Parties will have the right to recover from Participant attorney fees and other expenses incurred in connection with such action in the event of an adverse determination or judgment against Participant(s). The obligations under this provision are independent of all other rights or obligations set forth herein. This indemnification provision shall survive the disbursement of the Award funds, as well as any termination of this Agreement.

- 23) Consent to Electronic Transaction.** Participant(s) acknowledge that electronic records are being collected, maintained, stored and utilized for the Program and that automated agents have been used to determine identification and eligibility for the Program. Participant(s) consent to the use of electronic records in accordance with the State's security policy and procedure for such records. In order to verify the Participant(s)' identity and eligibility for the Program, NCORR requires that certain personal information be provided. By accepting the Grant Award, Participant(s) authorize NCORR to store and use the information provided by Participant(s) for such purposes, including information from third-party reports needed to process the application and Grant Amount.
- 24) Notification of Changes.** Participant(s) have a continuing obligation to notify NCORR if any of the information contained in Participant(s)' application or this Agreement becomes incomplete or incorrect at any time prior to closeout of Applicant's file under this program. To update any information, Participant(s) shall contact their case manager.
- 25) Entire Agreement.** Participant(s) understand and acknowledge that this Grant Agreement and any other agreements or Program policies and procedures that have been incorporated herein by reference, represent the entire agreement between the parties for the reimbursement of NCORR approved expenses related to repairs made to their damaged home under the CDBG-DR Homeowner Reconvert Program. Neither NCORR, nor any of their sub recipients, agents or designees are legally responsible for the actions or omissions of any Contractor, subcontractor or their designees under this Program.
- 26) Fraud Acknowledgment of Receipt of Documents.** As part of the application process under the CDBG-DR Program, Participant(s) executed required documents. Participant(s) hereby reaffirm all information provided by those documents, and agree to all provisions as set forth thereunder. Participant(s) assert, certify, and reaffirm that all information in the above documents provided and documents executed on the Grant Agreement execution date are true to the best of Participant(s)' knowledge, and Participant(s)' acknowledge that these documents have been relied on by NCORR to provide disaster assistance. Participant(s) certify that all damages claimed in connection with Participant(s)' application for Grant proceeds were a direct result of Hurricane Matthew, unless subsequent damages to the residence were also incurred as a result of another disaster. In addition, the Participant has disclosed to NCORR in the application process all financial assistance received under any other program or from insurance or any other sources due to damages resulting from Hurricane Matthew and subsequent damages from another disaster (if applicable) during the application and award acceptance. Participant(s) agree to repay the entire Grant amount in the event Participant(s) make or file false, misleading and/or incomplete statements and/or documents. Participant(s) acknowledge notice of the danger of fraud and scams perpetuated by unscrupulous individuals, contractors, and businesses, and that the North Carolina Attorney General's Office may address such issues.

\*Note\* This Grant Agreement will not be considered fully executed unless Participant/Homeowner Agreement **UNLESS Page 3, pages 4-6 Section 3(a) – 3(l) and 3(m), if required, and Page 7, Section 5(d.)** are initialed by Participant/Homeowner.

**PARTICIPANT(S):**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ***Exhibit A***

## **AWARD CALCULATION DETAIL**