

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: JUNE18, 2020 AGENDA ITEM NUMBER: 14

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENTS BETWEEN FORSYTH COUNTY AND ITS MUNICIPALITIES FOR CORONAVIRUS RELIEF FUND GRANT FUNDS TO PROVIDE SERVICES TO CITIZENS OF FORSYTH COUNTY IN RESPONSE TO COVID-19

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTYMANAGER

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENTS BETWEEN FORSYTH COUNTY AND ITS MUNICIPALITIES FOR CORONAVIRUS RELIEF FUND GRANT FUNDS TO PROVIDE SERVICES TO CITIZENS OF FORSYTH COUNTY IN RESPONSE TO COVID-19

WHEREAS N.C.G.S. §160A-461 provides that any unit of local government in this State and any other unit of local government in this State may enter into contracts or agreements with each other to execute any undertaking;

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund (“CRF”) and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million local CRF fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS Forsyth County received \$6,470,065 in CRF funds from the General Assembly, and is authorized to share such funds with municipalities;

WHEREAS on June 4, 2020, the Forsyth County Board of Commissioners approved the sharing of \$1,000,000 of CRF Funds with its municipalities to be used to pay for allowable expenses related to their response to COVID-19, which must be expended no later than December 30, 2020, in the following amounts:

Winston-Salem	\$774,738
Kernersville	\$ 79,830
Clemmons	\$ 63,836
Lewisville	\$ 42,504
Walkertown	\$ 17,296
Rural Hall	\$ 10,050
Tobaccoville	\$ 8,144
King	\$ 2,199
Bethania	\$ 1,034
High Point	\$ 369 ; and

WHEREAS any municipality receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners, pursuant to N.C.G.S. §160A-461, hereby ratifies the attached interlocal agreement, incorporated herein by reference, to be executed separately between Forsyth County and each municipality listed above for the grant of CRF Funds to provide services to citizens of Forsyth County in response to COVID-19 for the period of March 1, 2020, through December 30, 2020, and authorizes the Chairman or County Manager and Clerk to the Board to execute such agreements, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney; and

BE IT FURTHER RESOLVED that this resolution ratifying Interlocal cooperation between Forsyth County and its Municipalities is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 18th day of June, 2020.

STATE OF NORTH CAROLINA

AGREEMENT FOR THE CRF GRANT FUNDS

FORSYTH COUNTY

THIS AGREEMENT, made and effective this ____ day of _____, 20____, by and between Forsyth County, North Carolina (the "County"), and _____ (the "Grantee");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS Forsyth County received \$6,470,065 in CRF funds from the General Assembly, and is authorized to share such funds with municipalities; and

WHEREAS any entity receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee agree as follows:

1. Services.The Grantee shall expend Grant funds to provide services to citizens of Forsyth County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, Section 3.3(2), and are subject to requirements of Session Law 2020-04, P.L. 116-136, and section 601(d) of the Social Security Act. The Grant funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Grantee shall use the Grant funds exclusively for the particular purposes set forth in Exhibit A, attached hereto and incorporated herein by reference. The Grantee may not use Grant funds for any expense that has been reimbursed by another grant.

2. Term.The services of the Grantee shall begin on March 1, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided

until December 30, 2020, and all Grant funds must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Grant. As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the sum of _____.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. By October 15, 2020, Grantee shall provide the County with a Report of the payment of Grant funds for the period ending September 30, 2020, and all services provided with such funds. When the Grantee has completed its Services, but in no event later than December 30, 2020, the Grantee shall provide a complete Report containing a summary of its Services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Grantee as may reasonably be requested by the County. The Grantee agrees that the County shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the County shall request pertaining to the funds granted herein or the operation of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Grantee relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Grantee has expended Grant funds in an illegal or disallowed manner, Grantee shall reimburse the County for the amount of such disallowed expenses.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

J. Dudley Watts, Jr.
County Manager
201 North Chestnut St.
Winston-Salem, NC 27101

For the Grantee:

[Name, title]
[Mailing address]

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Grantee and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GRANTEE

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

**North Carolina Pandemic Recovery Office
Coronavirus Relief Fund (CRF)
Municipality Plan**



Instructions

1. This document is to be used by municipalities to document the planned use of the CRF monies allotted in Session Law 2020-4.

2. Under Categories. Please aggregate the amount of all expenses for that specific category. Example amounts should be removed and you can enter the municipality amounts. The total must agree with your allotment.

The Municipality is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The Municipality is responsible for following the Federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* promulgated by the United States Office of Management and Budget unless the US Treasury publishes guidance stating otherwise.

Municipality Information

Name of Municipality

Person Submitting:

Title:

Email:

Phone Number:

Planned Expenditures	
Categories	Amount
<p>1. Medical expenses such as:</p> <ul style="list-style-type: none"> • COVID-19-related expenses of public hospitals, clinics, and similar facilities. • Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs. • Costs of providing COVID-19 testing, including serological testing. • Emergency medical response expenses, including emergency medical transportation, related to COVID-19. • Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment. 	
<p>2. Public health expenses such as:</p> <ul style="list-style-type: none"> • Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19. • Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency. • Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency. • Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety. • Expenses for public safety measures undertaken in response to COVID-19. • Expenses for quarantining individuals. 	
<p>3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.</p>	
<p>4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:</p> <ul style="list-style-type: none"> • Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions. • Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. • Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. • Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions. • COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions. • Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions. 	

<p>5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:</p> <ul style="list-style-type: none"> • Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise. 	
<p>6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.</p>	
<p>Grand Total</p>	

Signature

Title

Date