			ADDED ITEM
	FORSYTH C BOARD OF COMM		
MEETING DATE:	August 6, 2020	AGENDA ITEM NUN	IBER: 25
SUBJECT:			
PLAN, 1 AND RA	UTION APPROVING FORSYTH CO ITS SUBMISSION TO THE NORTH O ATIFYING AND AUTHORIZING TH MENTS BETWEEN FORSYTH COU	CAROLINA PANDEMIC E EXECUTION OF INTE	RECOVERY OFFICE, CRLOCAL
B. AMENI	DMENT TO THE 2020 COVID-19 GRA	ANT PROJECTS ORDIN	ANCE
COUNTY MANAGE	R'S RECOMMENDATION OR COMMENTS:	Recommend Approval	
SUMMARY OF INF	ORMATION: See Attached		
ATTACHMENTS:	X YES NO		
SIGNATURE:	COUNTY MANAGER	Aug DATE:	ust 06, 2020
OIGHATURE.			

RESOLUTION APPROVING FORSYTH COUNTY'S CORONAVIRUS RELIEF FUND PLAN, ITS SUBMISSION TO THE NORTH CAROLINA PANDEMIC RECOVERY OFFICE, AND RATIFYING AND AUTHORIZING THE EXECUTION OF INTERLOCAL AGREEMENTS BETWEEN FORSYTH COUNTY AND ITS MUNICIPALITIES

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 on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Forsyth County received \$13,889,626 from two allocations of CRF funds from the General Assembly, and is required to share such funds with municipalities;

WHEREAS Forsyth County must submit a revised plan to the North Carolina Pandemic Recovery Office, a part of the Office of State Budget and Management, in order to receive and spend the \$13,889,626 to address necessary expenditures incurred due to the COVID-19 public health emergency;

WHEREAS the County Manager recommends that the County's CRF funds be used as follows:

Testing	\$500,000
PPE/Sanitary Supplies	\$450,000
Enhanced Outreach	\$200,000
Business Grants & Support	\$100,000
Payroll Expenditures	\$9,167,219
Municipality Grants	\$3,472,407

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; and

WHEREAS the County Manager recommends that the County's CRF funds to be shared with municipalities be allocated as follows:

Winston-Salem	\$2,690,204
Kernersville	\$277,203
Clemmons	\$221,664
Lewisville	\$147,591
Walkertown	\$60,060
Rural Hall	\$34,898
Tobaccoville	\$28,279
King	\$7,636
Bethania	\$3,591
High Point	\$1,281

NOW, THEREFORE, BE IT RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or the County Manager and the Clerk to the Board are hereby authorized to submit, on behalf of Forsyth County, the County's Plan, in substantially the same form as attached hereto, to utilize its \$13,889,626 allocation of the North Carolina Coronavirus Relief Fund to the North Carolina Pandemic Recovery Office;

BE IT FURTHER 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;

BE IT FURTHER RESOLVED, by the Forsyth County Board of Commissioners that the County Manager is authorized to allocate the payroll expenditures amount of \$9,167,219 as follows: \$5,195,626 for County payroll expenditures in the Fiscal Year 2019-20 and \$3,971,593 for County payroll expenditures in Fiscal Year 2020-21, as allowed by the CARES Act; and

BE IT FURTHER RESOLVED, by the Forsyth County Board of Commissioners that the Chairman or the County Manager and the Clerk to the Board are hereby authorized to execute agreements, on behalf of Forsyth County, with vendors and other parties to use the CRF funds for the purposes set forth above, including acquiring, providing, and distributing various supplies and services, pursuant to NCGS 143-129(e)(2) or otherwise as required by law, 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 that this resolution ratifying interlocal cooperation between Forsyth County Board of Commissioners.

Adopted this the 6thday of August 2020.



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

Instructions

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

2. Please add the name of your county infront of the existing nameas follows: "NashCounty CRF plan"

3. Submit your plan to NCPRO@osbm.nc.gov on or before June 1, 2020.

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

The County is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The County 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.

County Information

Name of County: Forsyth Person Submitting: Lee Plunkett Title: Assistant CFO Email: plunkelh@forsyth.cc Phone Number: 336-703-2052

Planned Expenditures		
Categories		Amount
1. Medical expenses such as:		
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	4	
related treatment.	\$	500,000.00
2. Public health expenses such as:		
• 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.	\$	650,000.00
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.	\$	9,167,219.00
4. Expenses of actions to facilitate compliance with COVID-19-related public		
health measures, such as:		
• 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.		

5. Expenses associated with the provision of economic support in connection	
with the COVID-19 public health emergency, such as:	
• 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.	\$ 100,000.00
6. Any other COVID-19-related expenses reasonably necessary to the function of	
government that satisfy the Fund's eligibility criteria.	\$ -
7. Grants to municipalities and nonprofits. List each planned subaward. (add	
more rows if necessary)	
a. Winston-Salem	\$ 2,690,204.00
b. Kernersville	\$ 277,203.00
c. Clemmons	\$ 221,664.00
d. Lewisville	\$ 147,591.00
e. Walkertown	\$ 60,060.00
f. Rural Hall	\$ 34,898.00
g. Tobaccoville	\$ 28,279.00
h. King	\$ 7,636.00
i. Bethania	\$ 3,591.00
j. High Point	\$ 1,281.00
k.	
Ι.	
m.	
n.	
0.	
Grand Total	\$ 13,889,626.00

Signature

Title

Date

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT FOR THE GRANT OF CORONAVIRUS RELIEF FUNDS

FORSYTH COUNTY

THIS AGREEMENT, made and effective this ____ day of _____, 2020, 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 on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Forsyth County received \$13,889,626 in CRF funds from the General Assembly, and is required 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, as amended by Session Law 2020-80;

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, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, 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 its plan which is attached hereto as Exhibit A and incorporated herein by reference. If the Grantee does not complete its plan and submit it to the County by September 1, 2020, this Agreement will immediately terminate, the Grantee shall return any Grant funds to the County, and the County may use the Grant funds for any use allowed for CRF funds. 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. Beginning September 10, 2020, and then thereafter on the 10th day of each subsequent month, the Grantee shall report to the County the use of Grant funds as of that date, until all funds are expended and accounted for. Grantee shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Grantee has completed its Services, but in no event later than February 10, 2021, unless such date is modified in writing by the County, 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:

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Date:_____

GRANTEE

_____, NORTH CAROLINA

(SEAL)

By: _____, ____Manager

Date:____

ATTEST:

_____, Clerk to the Board

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
 Medical expenses such as: 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. 	
 2. Public health expenses such as: 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 quarantining individuals. 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. 	
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as: 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. 	

5. Expenses associated with the provision of economic support in connection with	
the COVID-19 public health emergency, such as:	
• 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.	
6. Any other COVID-19-related expenses reasonably necessary to the function of	
government that satisfy the Fund's eligibility criteria.	
Grand Total	

Signature

Title

Date

FROM: BUDGET & MANAGEMENT

MEETING DATE: August 6, 2020

EXPLANATION:On May 4, 2020, the N.C. General Assembly enacted Session Law 2020-04, to appropriate relief and assistance from the effects of the pandemic, including a \$150 million CRF fund earmarked for distribution to the 97 NC counties ineligible to receive direct CRF funding. From this fund, Forsyth County received \$6,470,065, which was used to set up the 2020 COVID-19 Grant Projects Ordinance (GPO).

On July 1, 2020, Session Law 2020-04 was amended and the CRF fund for the 97 non-qualifying counties increased to \$300 million. From this second round, Forsyth County received \$7,419,561, bringing the total award to \$13,889,626.

The purpose of this action is to appropriate the second round of funding in accordance with the Forsyth County Coronavirus Relief Plan and 2nd round funding regulations mandating the counties not receiving direct CRF funding to share at least 25% of funds received with the municipalities within the county.

This Budget Amendment appropriates \$3,947,154 into Budget Reserve and \$3,472,407 for Municipal Grants in accordance with the Manager's recommended distribution.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY THAT THE 2020 CORONAVIRUS RELIEF FUND GRANT PROJECTS ORDINANCE IS AMENDED AS FOLLOWS:

INCREASE: <u>REVENUES.</u> Intergovernmental

<u>\$ 7,419,561</u>

INCREASE: <u>EXPENDITURES</u> Payments to Other Agencies Budget Reserve

\$ 3,472,407 <u>\$ 3,947,154</u> \$ 7,419,561

NATURE OF TRANSACTION:

- [X] Additional Revenue Available[] Transfer within Accounts of Same fund
- APPROVED BY BOARD OF COUNTY COMMISSIONERS AND ENTERED ON MINUTES DATED_____ AGENDA ITEM NUMBER _____

[] Other: