MINUTES OF THE MEETING OF THE  
ROWAN COUNTY BOARD OF COMMISSIONERS  
August 17, 2020 – 6:00 PM  

PLEASE NOTE: DUE TO THE CORONAVIRUS PANDEMIC  
THE MEETING WAS HELD BY REMOTE PARTICIPATION FOR THE BOARD OF  
COMMISSIONERS, STAFF AND THE PUBLIC  

Commissioners Participating:  
Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Judy Klusman, Member  
Craig Pierce, Member  

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney  
Jay Dees, Assistant County Manager/CIO Randy Cress and Assistant County  
Manager/Finance Director Leslie Heidrick were also participating.  

Chairman Edds welcomed Ben Stansell from the Salisbury Post.  

Chairman Edds convened the meeting at 6:09 p.m.  

Chaplain Michael Taylor provided the Invocation.  

Chairman Edds led the Pledge of Allegiance.  

CONSIDER ADDITIONS TO THE AGENDA  
- Chairman Edds added a presentation from Architect Pete Bogle on the COVID- 
19 Relief Fund Project. The issue was added as agenda item #4a.  
- Assistant County Manager/Chief Information Officer Randy Cress requested the  
Board replace the attachments currently in the agenda packet for Consent  
Agenda Item Y with updated Interlocal Agreements as per an email from him on  
August 17, 2020.
CONSIDER DELETIONS FROM THE AGENDA
There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA
Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the agenda as amended passed unanimously.

CONSIDER APPROVAL OF THE MINUTES
(Note: When considering *Additions to the Agenda* during the August 3, 2020 Board of Commissioners Meeting, the Board approved the following request from the County Manager to replace documents in the August 3, 2020 agenda packet with updated information: *Chairman Edds said the County Manager, Aaron Church, had provided the Board with two (2) attachments for agenda item #4 to replace the current documents in the agenda packet*).

Assistant County Manager/Chief Information Officer Randy Cress requested the minutes from the August 3, 2020 Commission Meeting incorporate the above noted documents as part of the minutes.

Commissioner Pierce moved, Commissioner Caskey seconded and the vote to approve the minutes of the August 3, 2020 Commission Meeting as amended passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA
Commissioner Pierce moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Caskey and passed unanimously.

The Consent Agenda consisted of the following:

A. Dan Nicholas Park Concessions Stand Contract  
B. Lease Extension for Infiltrator Water Technologies  
C. Authorize Retail Leasing at the West End Plaza Event Center  
D. Schedule Public Hearing for Z 02-20 for September 8, 2020  
E. Declare County-Owned Property in Speedway Business Park and Surplus and Instruct Clerk to Advertise for Upset Bids  
F. Request To Hire Temporary DSS Personnel  
G. Approval to Purchase Articulated Dump Truck for Landfill  
H. R-CARE-Comfort Keepers Contract - In-Home Aid  
I. Clear Sky Behavioral Contract - Foster Care  
J. Nazareth Children's Home Contract - Foster Care  
K. Children's Homes of Iredell County Contract - Foster Care  
L. American Children's Home Contract - Foster Care  
M. NCDA & CS Farmland Preservation Division Agriculture Development and Farmland Preservation Trust Fund Grant  
N. Coltrane LIFE Center Contract - Adult Day Care
O. Thompson Child and Family Focus Contract - Foster Care
P. Latino Express Contract - Medicaid Transportation
Q. First Transportation Taxi Contract - Medicaid Transportation
R. The Meadows of Rockwell Contract - Medicaid Transportation
S. Novant Medical-Carolina Women's Health Contract - Family Planning
T. Mediko Contract - Inmate Medical Services
U. Northeastern Rowan Water Line Rate
V. Rowan Transit System Contract – Medicaid Transportation
W. CRF Expenditure Report – August 2020
X. Sloan Park Rental
Y. CRF Interlocal Agreements (Note: During consideration of **Additions to the Agenda**, the Board voted to replace the attachments currently in the agenda packet with updated Interlocal Agreements, which are hereto attached to these minutes for the record)

2. PUBLIC COMMENT PERIOD
Chairman Edds opened the Public Comment Period to entertain comments from any citizens who had either called in or submitted an email request to address the Board via electronic means. With no one wishing to provide comments, Chairman Edds closed the Public Comment Period.

3. CONSIDER APPROVAL OF BUDGET AMENDMENTS
Finance Director Leslie Heidrick presented the following budget amendments for the Board’s consideration:

- **Social Services** – To budget Federal CARES Act funding appropriated to DSS program areas. Expenditures will be reimbursed at 100% requiring no county funds - $143,500
- **Finance** – Budget in West End Plaza Capital Projects Fund the annual transfer from the General Fund - $1,440,160
- **Health** – Disperse awarded funds from United Way - $10,000
- **Sheriff** – Recognize $50 cash donation by private citizen and budget to proper expense account
- **Finance** – Budget Board of Elections COVID-19 CARES Act funds ($159,446) and HAVA funds ($10,000)
- **Finance** – Budget interest revenue earned on the FNB Escrow account for Kannapolis City School facilities - $11,258
- **Finance** – Transfer funds from Contingency to Training to allow two (2) employees to attend the Municipal and County Administration classes through the UNC School of Government - $4,500
- **Finance** – Recognize reserved funds from FY 2020 for Cooperative Extension. Reserved funds represent money received by a Department for a restricted purpose. The funds that have not been spent by year-end are budgeted for expenditure in the new fiscal year. To correct donation revenue and expenditure budgets - $48,670
Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Caskey and passed unanimously.

4. FINANCIAL REPORTS
Assistant County Manager/Finance presented several financial graphs depicting the following information:

- Annual Cumulative Current Year Property Tax Comparisons as of June 2020 – $87,701,641
- Annual Cumulative Sales Tax Comparisons as of April in FY ’20 - $23,366,436
- Monthly Sales Tax Comparisons as of April in FY ’20 - $2,328,666
- Annual Cumulative Revenue Comparisons as of July 2020 - $1,331,509
- Annual Cumulative Expenditure Comparisons as of July 2020 - $8,484,616

ADDITION
4a. PRESENTATION FROM PETE BOGLE ON THE COVID-19 RELIEF FUND PROJECT
Architect Pete Bogle provided a power point as he discussed Phase I of the COVID-19 Relief Fund Project. Phase I included items not requiring design that could be purchased such as signage, hand sanitizer stations, automatic faucets and other touch-free devices. The COVID-19 assessment encompassed all buildings owned by Rowan County.

Using the power point, Mr. Bogle highlighted the project approach, which had included establishing a task force with the County Manager and meetings to discuss the approach and outcomes. Visits had been made to each facility and interviews were conducted with department directors.

Mr. Bogle continued with the power point to provide additional details as follows:

REPORT
Creation of a full report of recommendations for facility Improvements
- Based on OSHA, NCDHHS, and CDC guidelines
- Identified work must be eligible for CRF reimbursement
- General recommendations for Administrative / Organizational solutions
- Specific recommendations for Installation and Construction
- Focuses include:
  - Minimizing shared touched surfaces
  - Providing sanitation options for Public
  - Separations between Public and Employees
  - Improving Employee Work Areas
- Employee to employee distances
- Indoor Air Quality, etc.
**BIDDING APPROACH**

- Divided the total work to be bid into two contracts
  - Phase 1 Contract = Common Solutions
  - Phase 2 Contract = Design Solutions

Mr. Bogle briefly discussed design solutions that would be part of Phase 2 and would require plan review and permitting.

**COMMON SOLUTIONS – Phase 1 Contract**

- Focus is on:
  - Maximizing social distancing
  - Touch-free controls and interface

- Contract will include purchase and installation of:
  - Signage / vinyl decals
  - Hand Sanitizer Stations
  - Anti-microbial tape
  - Foot-pulls at shared space pull-doors
  - Touch-free restroom faucets
  - Automatic flush controls
  - Occupancy Sensor lighting
  - OS Switches where possible
  - Overhead OS systems as needed
Summary – Administration Building Phase 1

<table>
<thead>
<tr>
<th>Signage</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Covid-19 Sign - Wall Mount</td>
<td>8</td>
<td>Building Entrance, Department Entrance</td>
</tr>
<tr>
<td>Entrance Only Sign - Wall Mount</td>
<td>4</td>
<td>Building Entrance (Exterior and Interior)</td>
</tr>
<tr>
<td>Exit Only Sign - Wall Mount</td>
<td>4</td>
<td>Building Entrance (Exterior and Interior)</td>
</tr>
<tr>
<td>Directional Sign - Wall Mount</td>
<td>2</td>
<td>From Parking Lot, At Sidewalk Etc</td>
</tr>
<tr>
<td>Circulation / Social Distance Sign - Wall Mount</td>
<td>8</td>
<td>Corridors</td>
</tr>
<tr>
<td>Appointment / General Info Sign - Wall Mount</td>
<td>8</td>
<td>Building Entrance, Department Entrance</td>
</tr>
<tr>
<td>Facility Closure Sign - Wall Mount</td>
<td>0</td>
<td>Building Entrance</td>
</tr>
<tr>
<td>Contract Tracing Sign - Wall Mount</td>
<td>8</td>
<td>Building Entrance, Department Entrance</td>
</tr>
<tr>
<td>Elevator Sign - Wall Mount</td>
<td>3</td>
<td>Elevator Lobby</td>
</tr>
<tr>
<td>Directional Floor Labels</td>
<td>0</td>
<td>10' Apart</td>
</tr>
<tr>
<td>Social Distance Floor Labels</td>
<td>20</td>
<td>5' Apart</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>NEXT STEPS – COMMON SOLUTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Department Head Meeting – Wednesday, August 19</td>
</tr>
<tr>
<td>• Review of overall work</td>
</tr>
<tr>
<td>• Review per building to set final quantities</td>
</tr>
<tr>
<td>• Prepare BID DOCUMENTS – COMMON SOLUTIONS</td>
</tr>
<tr>
<td>• Lists of final items and quantities</td>
</tr>
<tr>
<td>• Specifications of each item</td>
</tr>
<tr>
<td>• General bidding regulations</td>
</tr>
<tr>
<td>• Requires GC license</td>
</tr>
<tr>
<td>• Bid Bond / Performance and Payment Bond (?)</td>
</tr>
<tr>
<td>• Insurances, etc.</td>
</tr>
<tr>
<td>• Bidding Forms, MBWE forms, etc.</td>
</tr>
<tr>
<td>• Contingencies</td>
</tr>
<tr>
<td>• Over-stock items</td>
</tr>
</tbody>
</table>
• Advertise for Bids: 8/24/2020
• Bid Date: 9/3/2020
• Present Bids To BOC: 9/8/2020
• Award Bid: 9/14/2020

Construction Time = 3.5 MONTHS

**NEXT STEPS – DESIGN SOLUTIONS** (The Board was not asked to approve the Design Solutions at this time – reviewed for informational purposes).
• Complete SCHEMATIC DESIGN for identified solutions
• Review with TASKFORCE & Department Directors

• Present to BOC—9/8/2020 or 9/21/2020

• Prepare BID DOCUMENTS – DESIGN SOLUTIONS
  • Drawings: Plans, details, interior elevations
  • Specifications
  • Bidding Forms, MBWE forms, etc.
  • Contingencies & Allowances

Submit for Plan Reviews, Rowan BCE

• Advertise for Bids: 9/14 Or 9/28/2020
• Bid Date: 10/1 Or 10/15/2020
• Present Bids to BOC: 10/5 Or 10/19/2020
• Award Bid: 10/8 or 10/22/2020

Construction Time for Phase II = 2 to 3 MONTHS

In closing, Mr. Bogle said the work would be completed under a tight schedule and would take a lot of coordination. Mr. Bogle stated if the deadline was extended, the dates as reviewed above would be adjusted.

Mr. Bogle asked the Board to consider approving the Common Solutions phase to move towards releasing for bids.

Commissioner Pierce asked if it would be advantageous to break the construction bids for Phase II into two (2) separate contracts so the contractors could be working simultaneously. Mr. Bogle said he had talked with a couple of contractors who were interested in the project and the work was timing out well with those contractors. Mr. Bogle mentioned one contractor who had staff and subs ready to go to work. Mr. Bogle speculated that splitting the contract might possibly slow things down in the complexity it would add to the bid and also managing the bids. Mr. Bogle said he would be glad to take the approach Commissioner Pierce offered if it ended up the contractors felt there
was too much work in Phase II. Mr. Bogle was of the opinion that awarding the work to one (1) contractor was the better option.

In response to Commissioner Pierce concerning manpower/labor issues, Mr. Bogle said the County had the advantage in that it could put liquidated damages on the contractor.

Commissioner Klusman expressed concerns for the Board of Elections and having the polls ready for early voting. Mr. Bogle said his firm had visited the Board of Elections first and the Board of Elections would be prioritized. Mr. Bogle added he would make sure the polling facilities were placed on the schedule.

County Manager Aaron Church asked the Board to consider approval of the plan as presented and to authorize staff to go out to bid.

Commissioner Klusman moved to approve the plan as presented by Mr. Bogle and to give the County Manager authorization to go out to bid. The motion was seconded by Commissioner Pierce and passed unanimously.

**ADJOURNMENT**
Before the Board adjourned, Commissioner Klusman took the opportunity to announce the Board of Elections needed poll workers for early voting. Commissioner Klusman said there was a lot of flexibility for those who worked the polls and workers would be compensated.

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 6:47 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC
Clerk to the Board
Commissioners, please accept this following updated CRF Interlocal Agreement. Our Internal Auditor, Derrick Atkins, found that the allocations listed in each agreement only included the per capita costs and did not have the $50,000 base added. That has been corrected, and all figures are now correct for the municipalities and is attached.

Thank you so much for your consideration to this revised set of CRF Interlocal Agreements.

During Additions to the agenda, the Board voted to replace Consent Agenda Item Y with the attached updated agreements.

C. Barger 8-17-20
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of China Grove
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and China Grove, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality's distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality's in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality's in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $105,830.00 for expenditures as specified in the Municipality's plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $2,288.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of China Grove County of Rowan

By ___________________________ By ___________________________
Mayor Greg Edds, Chair
Rowan County Board of Commissioners

ATTEST: ___________________________ ATTEST: ___________________________
Clerk Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ___________________________ By ___________________________
Graham Corriher, Municipal Attorney Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of Cleveland
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter
160A of the North Carolina General Statutes this 1st day of September 2020, by and
between the County of Rowan, a body politic and corporate organized and existing under the
laws of the state of North Carolina (hereinafter referred to as "County") and Cleveland, a
North Carolina Municipal Corporation organized and existing under the laws of the state of
North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136)
established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds,
including approximately $481,000,000, which the U.S. Treasury sent directly to four local
governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina's CRF
allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the
funds for use by municipalities within the County for necessary expenditures incurred due to
the public health emergency as required by section 601(d) of the Social Security Act, as
amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount
allocated to each municipality within the County, and requires each municipality that receives
funds to develop a plan to spend the funds by September 1, 2020, or the County can use
those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S.
Treasury if they are not used in an eligible manner according to the most recently published
U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any
misuse or mishandling of the funds, and subject to clawback and other appropriate measures,
including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality's distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality's in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality's in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $61,619.00 for expenditures as specified in the Municipality's plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $476.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality
to the State of North Carolina. The County assumes no liability for any violations of CRF
expenditure requirements by the Municipality, its officers, agents, or employees, for funds
allocated by the County to the Municipality. The Municipality shall maintain documentation
of their expenditures to ensure compliance with reporting and auditing requirements and
shall make the same available to the County for review upon request of the County.
Further the municipalities agree to defend and hold harmless the county and its officers,
agents, or employees for any violations of CRF expenditures made by the Municipality.
The Municipality hereby understands and agrees that it is fully responsible for the following
of all rules, laws and regulations set forth by the State or Federal Government in regards to
how they expend these funds and they understand that they county is only submitting their
plan and reports to the State because we are required to do so. Likewise, the County is not
in any way screening, reviewing or approving the municipalities plan or reports for
compliance with any rules, laws and regulations set forth by the State or Federal
Government. The Municipality is fully responsible for communicating with the State or
Federal government to determine if their plan, expenditures and reports are in compliance
with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are
federal financial assistance subject to Single Audit requirements found in Uniform Guidance
2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S.
Treasury Department is the federal granting agency and, except for the four local
governments that received CRF directly, the Office of State Management and Budget
(OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C,

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the
Municipality shall submit its CRF Plan to the County by in timely manner that allows the
county to submit the plan to the State before September 1, 2020. Municipality
acknowledges that failure to submit its CRF Plan to the County by this date shall result in
the loss of funding provided for in this Agreement. If the County has already transmitted
funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by
end of day August 27, 2020 to allow the county submit the plan to the State before
September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds,
Municipality shall submit the required forms to the County by 10th of each month for the
County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Cleveland County of Rowan

By __________________________   By __________________________
Mayor                        Greg Edds, Chair
Rowan County Board of Commissioners

ATTEST: ____________________________   ATTEST: ____________________________
Clerk                        Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ____________________________   By ____________________________
Graham Corriher, Municipal Attorney  Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of East Spencer
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and East Spencer, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality's distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality's in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality's in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $69,695.00 for expenditures as specified in the Municipality's plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $807.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of East Spencer County of Rowan

By __________________________          By __________________________
Mayor                                      Greg Edds, Chair
                                          Rowan County Board of Commissioners

ATTEST: __________________________    ATTEST: __________________________
Clerk                                      Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By __________________________          By __________________________
Graham Corriher, Municipal Attorney      Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and Faith, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as “Municipality”);

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County’s total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality’s distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality’s in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality’s in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $60,812.00 for expenditures as specified in the Municipality’s plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $443.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be...
expended in violation of all applicable laws and guidance shall be repaid by the Municipality
to the State of North Carolina. The County assumes no liability for any violations of CRF
expenditure requirements by the Municipality, its officers, agents, or employees, for funds
allocated by the County to the Municipality. The Municipality shall maintain documentation
of their expenditures to ensure compliance with reporting and auditing requirements and
shall make the same available to the County for review upon request of the County.
Further the municipalities agree to defend and hold harmless the county and its officers,
agents, or employees for any violations of CRF expenditures made by the Municipality.
The Municipality hereby understands and agrees that it is fully responsible for the following
of all rules, laws and regulations set forth by the State or Federal Government in regards to
how they expend these funds and they understand that they county is only submitting their
plan and reports to the State because we are required to do so. Likewise, the County is not
in any way screening, reviewing or approving the municipalities plan or reports for
compliance with any rules, laws and regulations set forth by the State or Federal
Government. The Municipality is fully responsible for communicating with the State or
Federal government to determine if their plan, expenditures and reports are in compliance
with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are
   federal financial assistance subject to Single Audit requirements found in Uniform Guidance
   2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S.
   Treasury Department is the federal granting agency and, except for the four local
governments that received CRF directly, the Office of State Management and Budget
(OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C,

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the
   Municipality shall submit its CRF Plan to the County by in timely manner that allows the
   county to submit the plan to the State before September 1, 2020. Municipality
   acknowledges that failure to submit its CRF Plan to the County by this date shall result in
   the loss of funding provided for in this Agreement. If the County has already transmitted
   funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by
   end of day August 27, 2020 to allow the county submit the plan to the State before
   September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds,
   Municipality shall submit the required forms to the County by 10th of each month for the
   County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Faith County of Rowan

By ____________________________ By ____________________________
Mayor Greg Edds, Chair
Rowan County Board of Commissioners

ATTEST: ____________________________ ATTEST: ____________________________
Clerk Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ____________________________ By ____________________________
Graham Corriher, Municipal Attorney Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of Granite Quarry
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and Granite Quarry, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as “Municipality”);

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County’s total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality’s distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality’s in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality’s in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $90,641.00 for expenditures as specified in the Municipality’s plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $1,666.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Granite Quarry County of Rowan

By ____________________________  By ____________________________
Mayor                      Greg Edds, Chair
                          Rowan County Board of Commissioners

ATTEST: ____________________________  ATTEST: ____________________________
Clerk                      Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ____________________________  By ____________________________
Graham Corriher, Municipal Attorney  Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of Kannapolis
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Kannapolis, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County’s total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality’s distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality’s in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality’s in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $179,323.00 for expenditures as specified in the Municipality’s plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $5,300.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Kannapolis  County of Rowan

By ___________________________  By ___________________________
Mayor                          Greg Edds, Chair
Rowan County Board of Commissioners  

ATTEST: ________________________  ATTEST: _______________________
Clerk                          Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ___________________________  By ___________________________
Graham Corriher, Municipal Attorney  Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of Landis
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and Landis, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as “Municipality”);

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County’s total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality’s distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality’s in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality’s in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $91,370.00 for expenditures as specified in the Municipality’s plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $1,696.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Landis County of Rowan

By ______________________                     By ______________________
Mayor                                     Greg Edds, Chair
                                       Rowan County Board of Commissioners

ATTEST: ____________________                      ATTEST: ____________________
Clerk                                      Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ______________________                     By ______________________
Graham Corriher, Municipal Attorney        Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan

And the Municipality ["City," "Town"] of Rockwell

For Management of Funds from the Coronavirus Relief Fund (CRF)

Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 1st day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Rockwell, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality's distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality's in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality's in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $78,319.00 for expenditures as specified in the Municipality's plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $1,161.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Rockwell County of Rowan

By ______________________  By ______________________
Mayor  Greg Edds, Chair
Rowan County Board of Commissioners

ATTEST: ____________________  ATTEST: ____________________
Clerk  Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ______________________  By ______________________
Graham Corriher, Municipal Attorney  Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan And the Municipality [“City,” “Town”] of Salisbury For Management of Funds from the Coronavirus Relief Fund (CRF) Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this _1st_ day of September 2020, by and between the County of Rowan, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as “County”) and __Salisbury__, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as “Municipality”);

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina’s CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality's distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality's in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality's in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $499,868.00 for expenditures as specified in the Municipality's plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $18,438.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County.

Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Salisbury County of Rowan

By ____________________________  By ____________________________
Mayor                          Greg Edds, Chair
Rowan County Board of Commissioners

ATTEST: ____________________________  ATTEST: ____________________________
Clerk                          Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By ____________________________  By ____________________________
Graham Corriher, Municipal Attorney  Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

______________________________
Leslie Heidrick, Assistant County Manager / Finance Director
Interlocal Agreement Between the County of Rowan
And the Municipality ["City," "Town"] of Spencer
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter
160A of the North Carolina General Statutes this 1st day of September 2020, by and
between the County of Rowan, a body politic and corporate organized and existing under the
laws of the state of North Carolina (hereinafter referred to as "County") and Spencer, a
North Carolina Municipal Corporation organized and existing under the laws of the state of
North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136)
established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds,
including approximately $481,000,000, which the U.S. Treasury sent directly to four local
governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina's CRF
allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the
funds for use by municipalities within the County for necessary expenditures incurred due to
the public health emergency as required by section 601(d) of the Social Security Act, as
amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount
allocated to each municipality within the County, and requires each municipality that receives
funds to develop a plan to spend the funds by September 1, 2020, or the County can use
those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S.
Treasury if they are not used in an eligible manner according to the most recently published
U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any
misuse or mishandling of the funds, and subject to clawback and other appropriate measures,
including the reduction or elimination of other State Funds; and
WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's total CRF allocation is $5,319,455 and the actual amount appropriated to the County after the Municipality's distribution and architect fees will be $3,955,578; and

WHEREAS, the total for all Municipality's in Rowan County CRF allocation is $1,329,864 which is 25% of $5,319,455; and

WHEREAS, the total amount allocated for architect services to all municipality's in Rowan County is $34,013 which will be paid directly to the Architect by the County which exceeds the minimum distribution of 25%.

NOW, THEREFORE, it is agreed as follows:

1. Rowan County shall allocate to the Municipality $92,387.00 for expenditures as specified in the Municipality's plan, due or received September 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Rowan County shall provide up to $1,737.00 in architectural services to the Municipality that shall be utilized no later than November 1, 2020.

3. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be
expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements and shall make the same available to the County for review upon request of the County. Further the municipalities agree to defend and hold harmless the county and its officers, agents, or employees for any violations of CRF expenditures made by the Municipality. The Municipality hereby understands and agrees that it is fully responsible for the following of all rules, laws and regulations set forth by the State or Federal Government in regards to how they expend these funds and they understand that they county is only submitting their plan and reports to the State because we are required to do so. Likewise, the County is not in any way screening, reviewing or approving the municipalities plan or reports for compliance with any rules, laws and regulations set forth by the State or Federal Government. The Municipality is fully responsible for communicating with the State or Federal government to determine if their plan, expenditures and reports are in compliance with any and all State or Federal rules, laws and regulations.

4. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

5. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by in timely manner that allows the county to submit the plan to the State before September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by end of day August 27, 2020 to allow the county submit the plan to the State before September 1, 2020, the Municipality shall return the funds to the County.

6. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by 10th of each month for the County to upload to the State portal (Attachments C-1 and C-2).
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereeto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing, delivered in person and will be effective on the date it was actually delivered to the addressee.

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

10. This interlocal government agreement shall be approved by the governing board of the Municipality and County.

{Signature Page Follows}
IN WITNESS WHEREOF, the parties hereto have caused this INTERLOCAL AGREEMENT to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Municipality of Spencer County of Rowan

By __________________________  By __________________________
Mayor Greg Edds, Chair
Rowan County Board of Commissioners

ATTEST: __________________________  ATTEST: __________________________
Clerk Carolyn Barger, Clerk to the Board

Reviewed as to Form:

By __________________________  By __________________________
Graham Corriher, Municipal Attorney Jay Dees, Rowan County Attorney

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_______________________________
Leslie Heidrick, Assistant County Manager / Finance Director