

NORTH CAROLINA)

DAVIDSON COUNTY)

MEMORANDUM OF AGREEMENT
FOR ACCEPTANCE OF COVID-19 RELIEF FUNDS

THIS MEMORANDUM OF AGREEMENT, made and entered this 13th day of August, 2020, by and between Davidson County, a body corporate and politic of the State of North Carolina, hereinafter referred to as "Davidson County," and the City of High Point, a municipal corporation of Davidson County, North Carolina, hereinafter referred to as "High Point:"

WITNESSETH:

WHEREAS, pursuant to Session Law 2020-4 and Session Law 2020-80, the State of North Carolina has instituted a Coronavirus Relief Fund (CRF) and instituted a protocol to be used by counties to document the planned use of CRF monies; and

WHEREAS, such funding is limited to specific purposes and, among other things, may only be used to cover necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease; and

WHEREAS, counties and municipalities are liable to the State for any misuse or mishandling of these funds and subject to clawback and other appropriate measures, including the reduction or elimination of other State funds; and

WHEREAS, said law requires that each county be responsible for maintaining adequate documentation to support expenditures made; and

WHEREAS, Session Law 2020-80 requires that twenty-five percent (25%) of the total funding be allocated for use by municipalities within the county, and

WHEREAS, Davidson County has submitted an application to the State and the City of High Point has requested a portion of these funds.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for the purposes set forth above the parties do hereby mutually agree as follows:

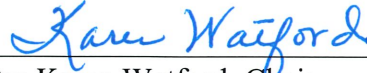
1. Davidson County will provide to High Point a sum of up to One Hundred Seventy-Five Thousand Four Hundred Eighty-Two and no/100 Dollars (\$175,482.00) of Coronavirus Relief Funds to be used by High Point solely for necessary expenditures due to the public health emergency as such expenditures are authorized by state law and the provisions of the Davidson County COVID-19 Relief Funds Plan.

2. High Point will comply with all requirements for documentation to support any and all expenditures made by High Point with funds provided by Davidson County pursuant to this program. High Point is solely responsible for ensuring that any expenditures made by High Point with funds provided by this program are eligible expenses for CRF funding.
3. High Point agrees to hold Davidson County, its officers, employees and agents free, harmless, and indemnified from risk against any and all claims suits or causes of action arising from or in any way out of the performance of the terms of this Memorandum of Agreement. High Point will reimburse Davidson County for any and all expenses incurred by Davidson County, including having to return money to the State, for any funds expended by High Point that are subsequently determined by the State to not be an eligible or appropriate use of CRF funds.
4. No assignment of the rights or obligations of High Point shall be permitted.
5. No modification, amendment or addition to this Memorandum of Agreement shall be valid or enforceable unless in writing and signed behalf of Davidson County and High Point.
6. This Memorandum of Agreement replaces any prior approved and signed agreement for Acceptance of COVID-19 Relief Funds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed this the date and year first above written.

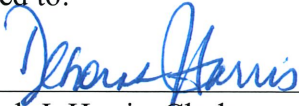
DAVIDSON COUNTY



By: Karen Watford, Chair

Davidson County Board of Commissioners

Attested to:




Deborah J. Harris, Clerk

Davidson County Board of Commissioners



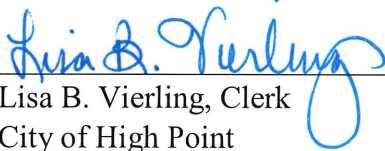
CITY OF HIGH POINT



By: Christopher Williams, Mayor Pro Tem

City of High Point

Attested to:



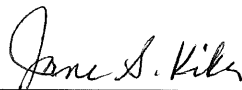
Lisa B. Vierling, Clerk

City of High Point



PRE-AUDIT CERTIFICATE

This contract has been pre-audited by the County Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

A handwritten signature in cursive script, reading "Jane S. Kiker", positioned above a horizontal line.

Jane S. Kiker
Finance Officer