

NORTH CAROLINA)

DAVIDSON COUNTY)

MEMORANDUM OF AGREEMENT
FOR ACCEPTANCE OF COVID-19 RELIEF FUNDS

THIS MEMORANDUM OF AGREEMENT, made and entered this 9th day of July, 2020, by and between Davidson County, a body corporate and politic of the State of North Carolina, hereinafter referred to as "Davidson County," and Thomasville City Schools, hereinafter referred to as "Thomasville City Schools:"

WITNESSETH:

WHEREAS, pursuant to Session Law 2020-4 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, Davidson County has submitted an application to the State that provides grants to municipalities and nonprofits within Davidson County and Thomasville City Schools has applied for use of 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 Thomasville City Schools a sum of up to Six Thousand and Two Hundred and Forty Five and no/100 Dollars (\$6,245.00) of Coronavirus Relief Funds to be used by Thomasville City Schools 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. Thomasville City Schools will comply with all requirements for documentation to support any and all expenditures made by Thomasville City Schools with funds provided by Davidson County pursuant to this program. Thomasville City Schools is solely responsible for ensuring that any expenditures made by Thomasville City Schools with funds provided by this program are eligible expenses for CRF funding.
3. Thomasville City Schools 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. Thomasville City Schools 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 Thomasville City Schools 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 Thomasville City Schools 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 Thomasville City Schools.

[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.

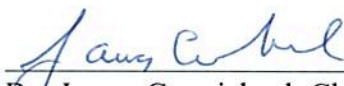
DAVIDSON COUNTY


By: Karen Watford, Chair
Davidson County Board of Commissioners

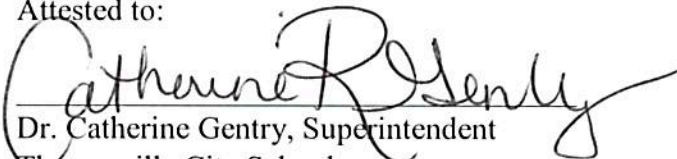
Attested to:


Deborah J. Harris, Clerk
Davidson County Board of Commissioners

THOMASVILLE CITY SCHOOLS


By: James Carmichael, Chair
Thomasville City Schools

Attested to:


Dr. Catherine Gentry, Superintendent
Thomasville City Schools

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.



Jane S. Kiker
Finance Officer