

**TOWN OF ORIENTAL
ORDINANCE 2020-272**

**AUTHORIZING THE ESTABLISHMENT OF A SPECIAL REVENUE FUND
FOR CORONAVIRUS CARES ACT**

WHEREAS, local governments in North Carolina are currently spending and will be receiving funds from the Coronavirus Aid Relief and Economic Security Act (CARES Act), which is federal funding from the US Department of State Treasury; and

WHEREAS, the predominant amount of funding from the CARES Act appropriated to the state and local governments in North Carolina is from the Coronavirus Relief Fund (CRF), as established under the CARES Act; and

WHEREAS, the North Carolina General Assembly has passed, and the Governor of North Carolina has signed into law, State Law 2020-4, entitled “An Act to Provide Aid to North Carolinians in Response to the Coronavirus Disease 2019 (COVID-19) Crisis” to be known as the “2020 COVID-19 Recovery Act” (the”Act”); and

WHEREAS, the Act sets aside \$ 300,000,000 to the Office of State Budget and Management (OSBM), to be distributed among counties within North Carolina; and

WHEREAS, under such legislation, Pamlico County’s share of such funds is \$457,056; and

WHEREAS, the Act provides that a county may allocate a portion of such funds to municipalities within that county through a sub-grant; and

WHEREAS, Pamlico County is making distributions to the cities based on the same calculation used for sales tax distribution on a per capita basis, the Town of Oriental will receive \$32,524.37; and

WHEREAS, in accordance with applicable provisions of the North Carolina Local Governmental and Fiscal Control Act; the Town of Oriental is establishing a special revenue fund to account for funding provided by the Coronavirus Relief Fund (CRF).

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of Oriental, North Carolina, as follows:

That the Oriental Town Board authorizes the Town Manager and Finance Officer to establish a Special Revenue Fund, named the Coronavirus Relief Fund, for reimbursement of completed and anticipated expenses associated with response to the coronavirus pandemic; and that revenue to the Coronavirus Relief Fund will be the distribution from Pamlico County and any expenditures from the fund will be a transfer back to the general fund to cover public safety salaries and benefits up to the amount provided by Pamlico County.

Adopted this the 1st day of September, 2020.

Sally T. Belangia, Mayor

Diane H. Miller, Town Clerk

Inv Date	COVID expenses	Cost	Inv #	Check #	Check date	CLEANING CONTRACTOR	SUPPLIES	LEGAL	TECHNICAL
3/17/2020	case-disinfectant wipes	\$533.77		12604	33022	4/16/2020	Metropolitan		
3/23/2020	Latex gloves	\$9.81	NCNEW158188		32977	3/23/2020	Fastenal		
3/30/2020	toilet paper for Public Restrooms	\$115.29	April12020Covid-19		32993	4/2/2020	Diane Miller		
4/6/2020	Caution Tape	\$27.96	3/5-4/5		33009	4/8/2020	Village Hardware		
4/13/2020	concentrated disinfectant	\$458.40		12603	33021	4/16/2020	Metropolitan		
4/13/2020	signage closing facilities	\$579.00		424	33012	4/16/2020	Broad St. Custom Signs		
4/13/2020	Staff lunch- COVID plan	\$74.68		100028	33016	4/16/2020	Daniel's Pizza (1st Citizens)		
4/1/2020	spray bottles for mixing concentr disinfectant	\$19.50		1122302	33016	4/16/2020	Dollar Gen (1st Citizens)		
3/20/2020	soap/disinfectant	\$10.00		1122301	33016	4/16/2020	Dollar Gen (1st Citizens)		
3/16/2020	disposable gloves	\$83.82	B00R7QTQ60		33016	4/16/2020	Amazon (1st Citizens Visa)		
4/2/2020	Staff lunch- additional COVID instruction	\$82.90		100001	33016	4/16/2020	Daniel's Pizza (1st Citizens)		
4/20/2020	bath tissue, cleaning wipes	\$89.98		9180808997	33037	4/22/2020	HD Supply		
4/24/2020	disinfectant wipes	\$499.50		12756	33077	5/13/2020	Metropolitan		
			24646110901, 2466851951,						
4/27/2020	kleenex, tp, p.towels,soap	\$265.21		2478686541	33049	4/29/2020	Staples Credit Plan		
4/28/2020	disinfectant wipes	\$23.76	5R95U3RT3		33074	5/13/2020	Amazon (1st Citizens Visa)		
5/6/2020	hand sanitizer	\$72.00	NCNEW158831		33094	5/20/2020	Fastenal		
5/14/2020	toilet tissue	\$69.99		9181609627	33104	5/27/2020	HD Supply		
6/5/2020	Scott Rags	\$14.99		9182184611	33138	6/17/2020	HD Supply		
6/8/2020	Scott Rags	\$14.99		9182217118	33138	6/17/2020	HD Supply		
6/12/2020	caution tape (playground)	\$13.98	A532877		33185	7/9/2020	Village Hardware		
7/15/2020	Barricade tape- caution tape (playground)	\$122.08		9590428471	33212	7/23/2020	Grainger		
	SUPPLIES TOTAL	\$3,181.61							
4/13/2020	ZOOM subscription	\$64.99	INV15417503		33074	5/13/2020			ZOOM.US
4/13/2020	technical assistance-ZOOM setup	\$180.00		489	33071	4/22/2020			Digital Savvy
5/14/2020	ZOOM subscription	\$64.99	INV20406272		33137	6/17/2020			ZOOM.US (1st Cit Vi
6/13/2020	ZOOM subscription	\$64.99	INV25680081		33180	7/15/2020			ZOOM.US (1st Cit Vi
	TECHNICAL TOTAL	\$374.97							
3/23/2020	Extra cleaning- public restrooms	\$80.00	3/18-3/22		32972	3/23/2020	Beth Hudgins		
3/30/2020	legal advice- COVID closing/meetings	\$122.70		198	32990	4/2/2020		Davis Hartman Wright	
4/6/2020	Extra cleaning public restrooms and town hall	\$360.00	3/23-4/1/20		33001	4/8/2020	Beth Hudgins		
4/20/2020	cleaning X3daily PR and Town Hall	\$760.00	4/6-4/17/20		33030	4/22/2020	Beth Hudgins		
5/4/2020	cleaning X3daily PR and Town Hall	\$540.00	4/20-4/22, 4/30-5/2		33055	5/6/2020	Beth Hudgins		
5/6/2020	legal advice- COVID closing/meetings/enforcement	\$106.34		229	33070	5/13/2020		Davis Hartman Wright	
5/22/2020	cleaning X3daily PR and Town Hall	\$660.00	5/4-5/17		33085	5/20/2020	Beth Hudgins		
6/2/2020	cleaning X3daily PR and Town Hall	\$700.00	5/18-5/31/20		33110	6/3/2020	Beth Hudgins		
6/19/2020	cleaning X3daily PR and Town Hall (corrected Aug)	\$660.00	5/31/20-6/13/20		33136	6/17/2020	Beth Hudgins		
6/30/2020	cleaning X3daily PR and Town Hall	\$860.00	6/14-6/30/20		33152	6/30/2020	Beth Hudgins		
7/17/2020	cleaning X3daily PR and Town Hall	\$660.00	7/1-7/12/20		33191	7/15/2020	Beth Hudgins		
8/14/2020	cleaningX3daily PR and Town Hall (corrected from 6/19)	\$760.00	7/27-8/9/20,-5/31		33250	8/12/2020	Beth Hudgins		
7/30/2020	cleaning X3daily PR and Town Hall	\$700.00	7/13-7/26/20		33217	7/29/2020	Beth Hudgins		
	CONTRACTED SERVICE TOTAL	\$6,969.04							
	Salaries - see attached sheet	\$36,097.08							
						\$10,525.62			
up to 8/12/2020	TOTAL	\$46,622.70							

SUB-GRANT AGREEMENT
CORONAVIRUS RELIEF FUND

THIS SUB-GRANT AGREEMENT made and entered into on the Effective Date by and between PAMLICO COUNTY and TOWN OF ORIENTAL is as follows:

WITNESSETH

ARTICLE I

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in exact form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.

- 1.1 “**Agreement**” – means and refers to this Sub-Grant Agreement.
- 1.2 “**CARES Act**” – means and refers to the Coronavirus Aid, Relief, and Economic Recovery Act.
- 1.3 “**County**” – means and refers to Pamlico County, a body politic and corporate existing under and by virtue of the laws of the State of North Carolina.
- 1.4 “**CRF**” – means and refers to the Coronavirus Relief Fund established by the CARES Act.
- 1.5 “**Effective Date**” – means and refers the date on which both County and Sub-Grantee have approved and executed the Agreement.
- 1.6 “**Funding Plan**” – means and refers to the detailed plan for Sub-Grant funding submitted to County by Sub-Grantee in compliance with all applicable state and federal laws and guidance, which shall include, at the very least, proposed itemized expenditures, an explanation of each expenditure as to why such expenditure is permitted pursuant to CARES Act and CRF regulations and guidance.
- 1.7 “**Grant**” – means and refers to the amount awarded to County from the CRF in the amount of \$32,524.37.
- 1.8 “**Parties**” – means and refers to County and Sub-Grantee collectively.

1.9 “Sub-Grant” – means and refers to the total of any amount of the Award that is disbursed to Sub-Grantee in the amount of \$32,524.37.

1.10 “Sub-Grantee” – means and refers to Town of Oriental, an eligible entity to receive such grant award pursuant to the laws and guidance enacted by the State of North Carolina and the United States government and their various administrative agencies.

ARTICLE II

Recitals

2.1 North Carolina counties are receiving funding for local governments as part of the CRF established under the CARES Act;

2.2 Sub-Grantee is a critical partner in the response to the COVID-19 pandemic, and, accordingly, County will distribute funds as a Sub-Grant to Sub-Grantee.

2.3 County and Sub-Grantee mutually desire to establish the means and method for the allocation and potential repayment of Sub-Grantee's portion of these funds through this Agreement.

ARTICLE III

Term of the Agreement

The term of this Agreement shall be a period of time beginning on the Effective Date and ending on December 31, 2020 unless otherwise terminated in accordance with the terms of this Agreement.

ARTICLE IV

Responsibilities of Sub-Grantee

As consideration for this Agreement, Sub-Grantee agrees to the following:

4.1 To use the Sub-Grant appropriated by the County in the manner and for the purposes as described and defined in the United States Department of Treasury's guidance entitled, “Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Government,” June 30, 2020 and any updates or amendments thereto issued by the United States Department of Treasury which is attached hereto as Exhibit A and is incorporated by reference into this Agreement.

4.2 To account for the Sub-Grant separately from any general fund maintained by

the Sub-Grantee in a Special Revenue Fund pursuant to N.C. Gen. Stat. §159-26(b)(2).

4.3 To maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)) for a period of at least five (5) years from the date of the final payment under this Agreement. Such documents shall also be made available for inspection, copying, audit or evaluation by County upon request during regular business hours of the County. Examples of such documents include, but are not limited to:

- (a) Ledgers used to account for:
 - (1) the receipt of Coronavirus Relief Fund payments and
 - (2) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
- (b) Budget records for fiscal years 2019-2020 and 2020-2021;
- (c) Payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- (d) Receipts of purchases made related to addressing the public health emergency due to COVID-19;
- (e) Contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
- (f) Grant agreements and sub-grant agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
- (g) All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and sub-recipients;
- (h) All documentation supporting the performance outcomes of contracts, subcontracts, Sub-award;
- (i) All internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
- (j) All investigative files and inquiry reports involving Coronavirus Relief Fund payments.

4.4 To submit a detailed Funding Plan to County by August 24, 2020.

4.5 To repay all Sub-Grant funds in accordance with Article VI, if applicable.

ARTICLE V

Responsibilities of County

5.1 County agrees to make the Sub-Grant available to Sub-Grantee upon the execution of this Agreement.

5.2 County agrees to provide to Sub-Grantee in accordance with Article VI of this Agreement.

ARTICLE VI

Sub-award Funding Process

6.1 Funding Process. Following receipt of Funding Plan, County will submit the Funding Plan to the State of North Carolina for a compliance review. Sub-Grantee shall provide the County with all requested documentation necessary to determine whether the Funding Plan is compliant. County will notify Sub-Grantee of the Funding Plan's approval or denial within thirty (30) days of receipt. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies. Upon approval of the Funding Plan, funding of the Sub-Grant will be processed and disbursed by County to Sub-Grantee within thirty (30) days of approval.

6.2 Repayment of Appropriated Funds. Any funds appropriated by the County and distributed to the Sub-Grantee that are found to have been utilized by Sub-Grantee for uses in violation of CRF or any other applicable law, guidance, or regulation, in County's sole discretion, shall be repaid by Sub-Grantee to the County upon demand.

ARTICLE VII

Termination

7.1 Mutual Termination. This Agreement may not be terminated by either party except as provided herein or by a written agreement signed by both Parties.

7.2 Termination for Cause. If Sub-Grantee fails to perform its obligations under this Agreement, or if the Sub-Grantee violates any of the provisions of this Agreement, the County shall have the right to immediately terminate this Agreement by giving written notice to the Sub-Grantee of such termination. If the Agreement is terminated by the County, all unexpended funds at the time of such termination shall be promptly repaid to the County. The

Sub-Grantee shall be fully liable to the County for all improperly expended funds in the same amount, if the County is found liable for repayment by any granting agency.

ARTICLE VIII

Indemnity and Representations

8.1 **Indemnification.** To the extent allowed by law, Sub-Grantee shall indemnify County against all expenses, liabilities and claims of every kind, including reasonable attorneys' fees, incurred in favor of any person or entity arising out of either a failure by the Sub-Grantee to perform any of the terms or conditions of this Agreement, liability arising under any contract, arrangement or further distribution of Sub-Grant made by Sub-Grantee, or failure by Sub-Grantee to comply with any law of any governmental authority which may arise in the course of the performance of this Agreement.

8.2 **Authority.** Sub-Grantee and County represent and warrant that each has the legal right and authority to enter into this Agreement and to perform the respective obligations hereunder.

ARTICLE IX

Miscellaneous

9.1 **Amendment.** This Agreement may not be modified or amended except by subsequent written agreement authorized by each party and signed by authorized representatives of both Parties.

9.2 **Severability.** If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

9.3 **Entire Agreement.** This document contains the entire Agreement between the Parties, and no statement, oral or written, made by either party or agent of either Party that is not contained in this Agreement shall be valid or binding.

9.4 **Remedies.** This Agreement shall be enforceable by the Parties hereto by all

remedies available at law or in equity, including but not limited to specific performance. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a waiver of such right, remedy or privilege nor prevent subsequent enforcement thereof.

9.5 **Covenant of Further Assurances.** County and Sub-Grantee agree that from and after the date of execution hereof, each will, upon the request of the other, execute and deliver such other documents and instruments and take such other actions as may be reasonably required to carry out the purpose and intent of this Agreement and that each shall have an ongoing duty of good faith and fair dealing with the other.

9.6 **Assignment.** No assignment (in whole or in part), delegation, transfer, or novation of this Agreement or any part thereof shall be made unless approved by both County and Sub-Grantee.

9.7 **Multiple Originals.** This Agreement shall be executed by the Parties hereto in duplicate originals, each of which, when executed, shall constitute one and the same Agreement and one of which shall be retained by each party.

9.8 **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of North Carolina and, as applicable, the laws of the United States of America. Any dispute under this Agreement shall be resolved exclusively in Pamlico County, North Carolina.

9.9 **Limitations of Liability.** Neither Party shall be liable for consequential, incidental, indirect, punitive or special damages, however caused including without limitation for breach of warranty, breach or repudiation of contract, detrimental reliance, tort, strict liability, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

9.10 **Survival.** Upon the termination or expiration of this Agreement, Articles IV, VI, VII, VIII, and IX shall survive such termination or expiration.

ARTICLE X

Notices

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given as of the date it is (a) delivered by hand; (b) mailed, postage prepaid return receipt requested, to the Parties at the addresses listed below or later specified in writing; or (c) sent, shipping prepaid, return receipt requested, by a national courier service, to the

Parties occupying the positions indicated at the addresses listed below.

County: Pamlico County
C/o Tim Buck, County Manager
P.O. Box 776
Bayboro, NC 28515

With copies to: Bill Fentress, Finance Officer
P.O. Box 776
Bayboro, NC 28515

Sub-Grantee: Town of Oriental
c/o Diane H. Miller
PO Box 472
Oriental, NC 28571

IN WITNESS HEREOF, the Parties hereto, intending to be bound, have executed this Agreement on the day and year written below.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURE PAGE(S) AND EXHIBIT FOLLOW**

PAMLICO COUNTY

BY: _____

Pat Prescott, Chair

DATE: _____

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

County Finance Officer

Date: _____

TOWN OF ORIENTAL

BY: Sally T. Belarje
_____, MAYOR

DATE: 8/24/2020

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

Deane Miller
Town Finance Officer

Date: 8/24/2020