

**INTERLOCAL JOINT AGREEMENT BETWEEN
MECKLENBURG COUNTY
AND
MECKLENBURG TOWNS
FOR CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING**

This Interlocal Joint Agreement ("Agreement") is made and entered into this 06 day of July 2020 by and between Mecklenburg County, a political subdivision of the State of North Carolina, hereinafter ("County") and the Town of Matthews, a North Carolina municipal corporation, the Town of Huntersville, a North Carolina municipal corporation, the Town of Davidson, a North Carolina municipal corporation, the Town of Cornelius, a North Carolina municipal corporation, the Town of Mint Hill, a North Carolina municipal corporation, and the Town of Pineville, a North Carolina municipal corporation, hereinafter ("Parties").

WITNESSETH:

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to jointly enter into interlocal cooperation undertakings for the contractual exercise by one unit of local government, on behalf of the other unit of local government, of any power, function, public enterprise, right, privilege, or immunity of local government.

WHEREAS, the Coronavirus (COVID-19) pandemic has created a state of emergency in the County of Mecklenburg, the City of Charlotte, and State of North Carolina, and

WHEREAS, the Governor declared a state of emergency on behalf of the state of North Carolina on March 10, 2020; and

WHEREAS, Mecklenburg County, in conjunction with the City of Charlotte and six towns within the County signed a Joint Proclamation of State of Emergency on 13 March 2020; the terms and duration of the Joint Proclamation coincide with the Governor's Executive Orders, as amended, unless the Joint Proclamation is sooner revised, amended or terminated by action of the parties thereto; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (P.L. 116-136) was passed by Congress and signed into law by President Trump on 27 March, 2020 and

WHEREAS, the County has been designated as a grantee to receive assistance through the CARES Act Coronavirus Relief Fund (the Fund) to support prevention, preparation for and response to coronavirus disease 2019 (COVID-19); and

WHEREAS, the purpose of the Fund is to provide direct economic assistance to state and local governments; and

WHEREAS, payments from the Coronavirus Relief Fund may only be used:

1. to cover necessary expenditures incurred "due to" the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. for costs that were not accounted for in the budget most recently approved as of March 27, 2020

- (the date of enactment of the CARES Act) for the state or government; and;
3. for costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

NOW, THEREFORE, in consideration of the sums to be paid by the County to the Parties, the County does hereby enter into this Agreement for the Parties to provide services as described herein upon the following conditions:

1. DEFINITIONS - The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:

- 1.1 Agreement - means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, and attachment.
- 1.2 CARES Act funds - means the money distributed to the County by the United States Department of Treasury pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act.
- 1.3 County - means Mecklenburg County, including, but not limited to, all of its departments, divisions, the Board of County Commissioners, elected and appointed officials, directors, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.4 Expenditures - The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency.
- 1.5 Guidance - refers to the United States Treasury Department "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments," And any related guidance issued by the Federal Government relevant to this Fund.
- 1.6 Hazard pay - means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.
- 1.7 Incurred - A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.
- 1.8 Most Recently Approved - refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency.
- 1.9 Necessary - This term broadly means that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.
- 1.10 Parties - means the Town of Matthews, Town of Huntersville, Town of Davidson, Town of Cornelius, Town of Mint Hill, and Town of Pineville including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.11 Parties Employees - means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of the Parties, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement.

2. PARTIES RESPONSIBILITIES

- 2.1 Parties shall follow all guidance established by the Federal Government, including the United States Treasury Department, and the County, when expending County funds, including, but not limited to, Section 601(d) of the Social Security Act and the “Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments.”
- 2.2 Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.
- 2.3 Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.
- 2.4 A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
- 2.5 Ensure that Federal funds do not supplant funds that have been budgeted for the same purpose through non-Federal sources.
- 2.6 Ensure the funds are only to be used on eligible expenses and cannot duplicate services.
- 2.7 Ensure that all costs incurred that are prior to the award date and ineligible costs are not submitted under this Agreement.
- 2.8 The service period for payment must be between March 1, 2020 to December 30, 2020.
- 2.9 Parties shall not redistribute funding, except Parties shall be allowed to provide direct assistance to individual residents of Town, and pay vendors and service providers, as permitted by the County in accordance with Fund requirements.
- 2.10 If the Parties receive an amount of funding from the federal or state government, or any insurance or other payments to cover expenses for which Parties received the County funds, the Parties shall return that amount of the Funds to County.
- 2.11 Parties shall keep records of all expenditures of the Funds sufficient to demonstrate that said expenditures were in accordance with the guidance documents included in Section 2.1 for a period of five (5) years, at a minimum.
- 2.12 Parties shall produce said records of expenditures upon request by County, and participate to the fullest extent as required by any audit of the Fund program.
- 2.13 Parties shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov, with a copy to Sarah.Cunningham@mecknc.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
- 2.14 For expenses eligible for both the Fund and FEMA-PA, parties looking to utilize coronavirus relief funds for the required 25% FEMA match must submit all proposed FEMA expenses and FEMA-PA Project Worksheet submission subject to the 25% match to the County for review and confirmation.
- 2.15 In the event it is determined by the County, or any other audit under the Fund program, that Parties expended an amount of the Funds in violation of the funding requirements or this Agreement, responsible Parties shall be required to return that amount of money to County.

- 2.16 Parties must return unspent funding or unapproved expenditures to the County within 30 days of request or upon Agreement expiration.

3. COUNTY RESPONSIBILITIES

- 3.1 The County is not obligated or required to distribute any Funds to the Parties if the County determines that the Parties are not eligible to receive the Funds.
- 3.2 The County reserves the right to recapture any Funds that have not been spent by October 31, 2020, to allow for reallocation within the eligible period.
- 3.3 The County has the right to modify the budget in order to recapture payments and reallocate resources to other needs within the terms of the Fund requirements.

4. LEGAL RESPONSIBILITIES OF BOTH PARTIES

Amendments:

This Agreement may not be amended, added to, or changed except by written agreement signed by all parties.

Assignment:

Neither this Agreement nor any rights or obligations created herein shall be assigned by any party without the express written consent of the other party.

Clean Air Act:

Comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Confidentiality:

All parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files or communications in addition to the terms of this Agreement.

All parties agree to secure privacy, confidentiality and integrity of customer, employee, and administrative data.

Electronic exchange of confidential information of any email, which will include invoices, customer billing information, and any other information regarding the service delivery of the customer, must be sent and received via encrypted methods.

Conflict of Interest:

Parties represents and warrants that, to the best of its knowledge after reasonable inquiry, there exists no actual or potential conflict between Parties family, business, or financial interest and Parties provision of services. In the event of change in either Parties private interests or the provision of Services, Parties will inform the County in writing of any change that may give rise to a potential conflict of interest between those interests and Parties provision of Services.

Federal, State, Local Laws:

Agree to make itself aware of and comply with, and cause it subcontractors to comply with all Federal, State, and local laws, regulations and ordinances, to the extent any apply, relating to the performance of this Agreement and to the services delivered hereunder, including without

limitation, **E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes)**, Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). Parties further agrees to obtain all verifications, permits and licenses applicable to the performance of this Agreement. If any violation of this section has occurred or does occur, the Parties will indemnify, defend and hold harmless the County from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

Governing Law:

This Agreement shall be subject to and governed by the laws of the State of North Carolina.

Health Insurance Portability and Accountability Act:

Parties agrees that, if the County determines that some or all of the activities within the scope of this Agreement are subject to the [Health Insurance Portability and Accountability Act of 1996, P.L. 104-91](#), as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such contracts and practices as the County may require to ensure compliance.

Indemnification and Hold Harmless:

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to be caused by that party, its employees, or representatives in the performance or omission of any act or responsibility of that party under this Agreement. In the event that a claim is made against any party, it is the intent of all parties to cooperate in the defense of said claim and to cause the insurers to do likewise.

Independent Contractor Status:

In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Parties employees will be at all times acting and performing as Parties employees and not employees of the County. County shall neither have nor exercise any control or direction over the methods by which Parties and/or its agents or employees shall perform their work and functions; the sole interest and responsibility of Parties is to assure that services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

Iran Divestment Act Prohibition:

Pursuant to N.C.G.S. § 147-86.59, Contractor certifies that as of the date of this Agreement, Contractor is not listed on the Final Divestment List as created by the State Treasurer and is in compliance with the Iran Divestment Act as set forth in N.C.G.S. § 147-86.55-86.63. Further, the Contractor shall not utilize in the performance of the Agreement any subcontractor that is identified on the Final Divestment List. The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.

Monitoring and Evaluation:

Parties agrees to participate in program, fiscal and administrative audits, making records and staff time available to Federal, State, and County staff.

Parties agrees to take the necessary steps for corrective action, as required within a corrective action plan, for any items found to be out of compliance with Federal and State laws, regulations, standards and/or terms of this Agreement.

During the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement for any reason, in addition to the County, Federal and State government shall have the right to audit, through either itself or a third party, the books and records (including but not limited to the technical records) of Parties in connection with this Agreement, to ensure Parties compliance with all the terms and conditions of this Agreement.

Non-exclusive:

Each party agree that this Agreement is non-exclusive in that each party shall have the right to provide services to other entities and receive services from other entities.

Notices:

All notices provided herein shall be in writing and served upon all parties at the then-current mailing address for each party.

Mecklenburg County, County Managers Office, 600 E. Fourth Street, 11th Floor, Charlotte, NC 28202

The PARTIES:

- Town of Matthews 232 Matthews Station St., Matthews, NC 28105
- Town of Huntersville 101 Huntersville-Concord Road, Huntersville, NC 28078
- Town of Davidson 216 South Main Street, Davidson, NC 28036
- Town of Cornelius 21445 Catawba Avenue, Cornelius, NC 28031
- Town of Mint Hill 4430 Mint Hill Village Lane, Mint Hill, NC 28227
- Town of Pineville 200 Dover Street, Pineville, NC 28134

Records and Reports:

Parties agrees to maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents and other evidence which reflect program operations.

Furnish information to COUNTY, as requested, to support provision of service(s) pursuant to this Agreement and the full cost of the service. Service Provide agrees to submit requested changes to the Agreement, or approved supporting information, for prior review, as needed or required.

Maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Agreement for a minimum of five (5) years after final payment or until all audits continued beyond this period are completed or longer if required by funding source.

Reduction or Non-Appropriation of Funds:

In the event that Federal, State, Local or Grant funding is no longer available or has been reduced, the County shall not be obligated to continue this Agreement or any part thereof.

If the Board of County Commissioners do not appropriate the funding needed to make payments under this Agreement for a given fiscal year, the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will notify the Parties of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

Severability:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the remaining provisions herein, and the Agreement shall be construed in all respects as if such invalid or enforceable provision were omitted.

Subcontracting:

Parties shall not subcontract any of the work contemplated under this Agreement without obtaining prior written approval from the County. Any approved subcontract shall be subject to all conditions of this Agreement. Parties shall be responsible for the performance of any subcontractor.

Termination:

The term of this Agreement shall terminate on **12/30/2020** or (i) upon thirty (30) days written notice given by either party to the other; or (II) upon the mutual written consent of both parties; or (iii) upon the liquidation of either business entity.

Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written. The undersigned represent and warrant that they are authorized to bind their principals to the terms of the existing agreement with Mecklenburg County.

TOWN OF MATTHEWS:

Authorized Signature: _____

Authorized Name: _____

Signature Date: _____

TOWN OF HUNTERSVILLE:

Authorized Signature: _____

Authorized Name: _____

Signature Date: _____

TOWN OF DAVIDSON:

Authorized Signature: _____

Authorized Name: _____

Signature Date: _____

TOWN OF CORNELIUS:

Authorized Signature: _____

Authorized Name: _____

Signature Date: _____

TOWN OF MINT HILL:

Authorized Signature: _____

Authorized Name: _____

Signature Date: _____

TOWN OF PINEVILLE:

Authorized Signature: _____

Authorized Name: _____

Signature Date: _____

MECKLENBURG COUNTY:

Tyrone C. Wade, County Attorney

Dena R. Diorio, County Manager

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

Sarah Cunningham, Chief Financial Officer

APPENDIX A

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - 1.1 COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - 1.2 Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - 1.3 Costs of providing COVID-19 testing, including serological testing.
 - 1.4 Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - 1.5 Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.
2. Public health expenses such as:
 - 2.1 Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - 2.2 Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - 2.3 Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - 2.4 Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - 2.5 Expenses for public safety measures undertaken in response to COVID-19.
 - 2.6 Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - 4.1 Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - 4.2 Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - 4.3 Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - 4.4 Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - 4.5 COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - 4.6 Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:

- 5.1 Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
- 5.2 Expenditures related to a State, territorial, local, or Tribal government payroll support program.
- 5.3 Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
- 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible expenditures include, but are not limited to, payment for:

- 1. Expenses for the State share of Medicaid.
- 2. Damages covered by insurance.
- 3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- 4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
- 5. Reimbursement to donors for donated items or services.
- 6. Workforce bonuses other than hazard pay or overtime.
- 7. Severance pay.
- 8. Legal settlements.

APPENDIX B
TOWN OF MATTHEWS

Fee and Expenses:

1. The County will advance payment to the Town of Matthews in the amount of **\$484,000** upon Agreement execution.
2. The Town may use the Fund for any expense eligible under section 601(d) of the Social Security Act outlined in the Guidance.
3. The Town shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov with a copy to Sarah.Cunningham@MeckNC.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
4. The County reserves the right to recapture any Funds that have not been spent by October 31, 2020, to allow for reallocation within the eligible period.
5. The Town must return unspent or unapproved funding to the County within 30 days of request or upon Agreement expiration.
6. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.

APPENDIX C
TOWN OF HUNTERSVILLE

Fee and Expenses:

1. The County will advance payment to the Town of Huntersville in the amount of **\$405,000** upon Agreement execution.
2. The Town may use the Fund for any expense eligible under section 601(d) of the Social Security Act outlined in the Guidance.
3. The Town shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov with a copy to Sarah.Cunningham@MeckNC.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
4. The County reserves the right to recapture any Funds that have not been spent by October 31, 2020, to allow for reallocation within the eligible period.
5. The Town must return unspent or unapproved funding to the County within 30 days of request or upon Agreement expiration.
6. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.

APPENDIX D
TOWN OF DAVIDSON

Fee and Expenses:

1. The County will advance payment to the Town of Davidson in the amount of **\$270,000** upon Agreement execution.
2. The Town may use the Fund for any expense eligible under section 601(d) of the Social Security Act outlined in the Guidance.
3. The Town shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov with a copy to Sarah.Cunningham@MeckNC.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
4. The County reserves the right to recapture any Funds that have not been spent by October 31, 2020, to allow for reallocation within the eligible period.
5. The Town must return unspent or unapproved funding to the County within 30 days of request or upon Agreement expiration.
6. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.

APPENDIX E
TOWN OF CORNELIUS

Fee and Expenses:

1. The County will advance payment to the Town of Cornelius in the amount of **\$72,000** upon Agreement execution.
2. The Town may use the Fund for any expense eligible under section 601(d) of the Social Security Act outlined in the Guidance.
3. The Town shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov with a copy to Sarah.Cunningham@MeckNC.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
4. The County reserves the right to recapture any Funds that have not been spent by October 31, 2020, to allow for reallocation within the eligible period.
5. The Town must return unspent or unapproved funding to the County within 30 days of request or upon Agreement expiration.
6. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.

APPENDIX F
TOWN OF MINT HILL

Fee and Expenses:

1. The County will advance payment to the Town of Mint Hill in the amount of **\$186,539.40** upon Agreement execution.
2. The Town may use the Fund for any expense eligible under section 601(d) of the Social Security Act outlined in the Guidance.
3. The Town shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov with a copy to Sarah.Cunningham@MeckNC.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
4. The County reserves the right to recapture any Funds that have not been spent by October 31, to allow for reallocation within the eligible period.
5. The Town must return unspent or unapproved funding to the County within 30 days of request or upon Agreement expiration.
6. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.

APPENDIX G
TOWN OF PINEVILLE

Fee and Expenses:

7. The County will advance payment to the Town of Pineville in the amount of **\$121,400** upon Agreement execution.
8. The Town may use the Fund for any expense eligible under section 601(d) of the Social Security Act outlined in the Guidance.
9. The Town shall submit appropriate records and cost documentation of the Fund expenditures to the County by the 5th of the following month with detailed descriptions of how the Funds were expended and how the expenditures meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance to Ann.Wilson@MeckNC.gov with a copy to Sarah.Cunningham@MeckNC.gov. Appropriate records and cost documentation include, but is not limited to, copies of general ledgers and subsidiary ledgers; budget records; payroll records and staff time sheets; receipts of purchase; itemized invoices or customer account statements; and other documentation on how the expense is related to COVID-19. Parties shall provide an updated weekly spend report for reoccurring expenses.
10. The County reserves the right to recapture any Funds that have not been spent by October 31, to allow for reallocation within the eligible period.
11. The Town must return unspent or unapproved funding to the County within 30 days of request or upon Agreement expiration.
12. Funding shall only be used for expenses as approved and not for any other expenses without prior written approval from the County.