

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: DECEMBER 3, 2020

AGENDA ITEM NUMBER: 9A -9B

SUBJECT: A. RESOLUTION RATIFYING EXECUTION OF MEMORANDUM OF AGREEMENT WITH THE STATE OF NORTH CAROLINA TO SUPPORT NON-CONGREGATE COVID-19 SHELTERING IN FORSYTH COUNTY

B. AMENDMENT TO THE FY 2020-2021 BUDGET ORDINANCE TO INCREASE REVENUES AND APPROPRIATIONS FOR THE FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH FROM THE NORTH CAROLINA DEPARTMENT OF EMERGENCY MANAGEMENT (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: yes no

SIGNATURE:

J. Dudley Watts, Jr. /AMS
COUNTYMANAGER

DATE: November 30, 2020

**RESOLUTION RATIFYING EXECUTION OF MEMORANDUM OF AGREEMENT WITH
THE STATE OF NORTH CAROLINA TO SUPPORT NON-CONGREGATE COVID-19
SHELTERING IN FORSYTH COUNTY
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

WHEREAS the North Carolina Department of Emergency Management (NCDEM) has funding available to local governments to provide non-congregate sheltering for persons affected by COVID-19 who lack housing in which to isolate or quarantine and to provide wrap-around services for such persons, including meals and transportation;

WHEREAS NCDEM has proposed to reimburse Forsyth County for such qualifying non-congregate sheltering and related wrap-around services, which are set forth in the North Carolina Non-Congregate COVID-19 Sheltering Memorandum of Agreement (MOA);

WHEREAS the United Way of Forsyth County, Inc. (United Way), has offered to provide such sheltering and wrap-around services in Forsyth County, and Forsyth County has agreed to pay the United Way only for such services approved and funded by NCDEM pursuant to the MOA;

NOW, THEREFORE, BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby ratifies the execution by the Deputy County Manager and the Clerk to the Board of the attached North Carolina Non-Congregate COVID-19 Sheltering Memorandum of Agreement with NCDEM, and execution of necessary documents in the form of the agreement with United Way attached hereto and incorporated herein by reference, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where acceptable, and approved as to form and legality by the County Attorney.

Adopted this 3rd day December 2020.

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO
2020-2021 BUDGET ORDINANCE**

FROM: BUDGET & MANAGEMENT

MEETING DATE: December 3, 2020

EXPLANATION:

The Department of Public Health will act as an intermediary between The United Way of Forsyth County, Inc., receiving funds from the North Carolina Department of Emergency Management and distributing these funds to the United Way after proper reporting. The United Way will be responsible for managing and sheltering homeless individuals, exposed to or infected with COVID-19, requiring isolation.

In order to assist in the United Way's program, this budget ordinance amendment increases revenues and appropriations for the Forsyth County Department of Public Health by \$49,500.

BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE FISCAL YEAR 2020-2021 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

INCREASE: SECTION 1. REVENUE.
GENERAL FUND
INTERGOVERNMENTAL \$49,500

INCREASE: SECTION 2 APPROPRIATIONS.
GENERAL FUND
PUBLIC HEALTH \$49,500

NATURE OF TRANSACTION:

- Additional Revenue Available
 Transfer within Accounts of
Same fund
 Other:

**APPROVED BY BOARD OF COUNTY
COMMISSIONERS AND ENTERED ON
MINUTES DATED _____
AGENDA ITEM NUMBER _____**

North Carolina Non-Congregate COVID-19 Sheltering Memorandum of Agreement

This agreement is made and entered into between the North Carolina Emergency Management (NCEM) and Forsyth County Government [hereinafter "Organization"] to establish terms of agreement for the sheltering of displaced persons or persons needing isolated sheltering in response to the pandemic COVID-19.

Purpose/Background:

NCEM is working with local governments and organizations to provide non-congregate sheltering statewide for persons who have tested positive for COVID-19 or who have been exposed to COVID-19 and do not have a safe place to isolate or quarantine, as well as individuals who are high-risk and need a safe place to social distance. The non-congregate sheltering (NCS) program is a collaborative effort between the State, counties, and local partners to secure hotel and motel rooms (or other suitable shelter locations), as well as essential wrap around services, for individuals with no other safe place to quarantine, isolate, or social distance due to COVID-19. The purpose of this agreement is to set forth the terms by which NCEM and Organization will cooperate in the disaster recovery and sheltering of citizens for the COVID-19 event, and enhance cooperation, communication, coordination, and collaboration between any potential stakeholders that would aid in the goal of this agreement.

Whereas, N.C. Gen. Stat. §§ 166A-19.10, -19.11, -19.12 and – 19.30 provide the Governor, Secretary of Public Safety and Division of Emergency Management with additional authority to manage state resources during a declared state of emergency;

Whereas, it is in the best interest of the State of North Carolina and its residents to stop and slow the spread of the COVID-19 virus; and it is proven that adequate social distancing measures aid in that effort non-congregate sheltering facilities should be made accessible statewide.

The State is working on removing barriers and ensuring access for highly vulnerable and historically marginalized populations to safely isolate, quarantine, and social distance. These highly vulnerable populations would include, but are not limited to:

1. First Responders and healthcare workers who do not require hospitalization but need to avoid direct contact with their families due to exposure to COVID-19;

2. Those who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals);
3. Those who have been exposed to COVID-19 who do not require hospitalization but whom warrant quarantine;
4. Other persons needing social distancing as a precautionary measure, as determined by public health officials, particularly for high risk groups such as people over 65 or with certain underlying healthy conditions (respiratory, compromised immunities, chronic disease), this may include those whose living situation makes them unable to adhere to social distancing guidance

NOW, THEREFORE, in consideration of the parties and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

Terms:

- A. Organization will provide coordination assistance with NCEM officers, agencies and departments to ensure open communication and cooperation with NCEM; and disseminate information to sheltered individuals, and the community at large.
- B. Organization will report their sheltering counts, costs, and other data weekly, as currently required by close of business every Friday to the NCEM Program Administrator. If Friday is recognized as a Federal or State holiday, reporting data will be required on the nearest preceding work day. Organization will provide additional reporting or documentation, upon request as soon as reasonable.

Reporting data will include but is not limited to the following:

- Location of the Facilities in use;
 - Type(s) of location;
 - Maximum capacity;
 - Number currently sheltered;
 - Average cost per night;
 - Average length of stay.
- C. Organization will maintain documentation for all eligible clients and expenses, and make such documentation available upon request.
 - Specific need for each individual sheltered (e.g., what eligibility category is applicable to the individual);
 - Length of stay for each individual sheltered;
 - Age of each individual sheltered;
 - If applicable, number of meals provided for each individual sheltered;
 - If applicable, number of individuals with access or functional needs sheltered;
 - If applicable, number of household pets sheltered;
 - If applicable, number of assistance and service animals sheltered;
 - If applicable, type of shelter provided for animals as stand-alone, co-located, co-habitational;

- Description of services provided to sheltered individuals.
- D. When Organization pays any applicable Vendors, Organization will retain a copy of the payment method and will make available to NCEM the verification of payment within 30 days of payment being made.
 - E. Organization will identify a non-congregate sheltering site at a hotel/motel, trailer, dormitory, or other FEMA-approved setting and set up a contractual relationship with site that dictates terms and rates. Every effort should be made that the rates not exceed the allowable state rate for rooms.
 - F. Organization will assist NCEM in pandemic response and recovery by facilitating the temporary use of Organization equipment and supplies, insofar as governmental regulations, resources, and priorities allow and are requested.
 - G. Organization will coordinate with NCEM for any additional assistance or resources necessary to facilitate the limited goal of this agreement in the sheltering of North Carolinians.
 - H. Organization will provide or contract with vendors to provide eligible wrap-around services including food provisions/meals, laundry services, security, medicine, cleaning/disinfecting, transportation, mental health or other access needs.

Transportation for this Agreement shall be understood as the movement of persons to and from the shelter location from medical facilities or living locations, as well as to and from medical appointments.

Security should be present at the shelter location at all times.

Organization agrees to facilitate the following wrap around services and bill, at cost, the expenses incurred to NCEM: (check all that apply)

- Food
- Laundry
- Security
- Medicine
- Cleaning/Disinfecting
- Transportation
- Care for those with disabilities and/or access and functional needs

- I. NCEM agrees that it will finance the cost of sheltering individuals in the jurisdiction controlled by the Organization and certain preapproved wrap around services.
- J. Organization must provide timely invoices at least bi-weekly basis to NCEM. Organization should be able to operate without receiving payment for those invoices for a period of at least thirty (30) business days after receipt.
- K. All billing and payment procedures will be clearly defined by the State-Centric Non-Congregate Sheltering for COVID-19 FAQs and should be strictly adhered to.
- L. NCEM agrees that it will reimburse Organization for any bona fide expenditure of personnel required to maintain the facility, including overtime costs, upon production of verified receipts or time sheets. NCEM will not pay or reimburse Organization for any operational or administrative fees associated with use of the Facility pursuant to this Memorandum of Agreement. NCEM shall not be responsible for costs or expenditures by Organizations not directly related to sheltering activities or wrap around services conducted pursuant to this Memorandum of Agreement.
- M. NCEM agrees that it shall exercise reasonable care in the conduct of its activities and the use of Organization' property and further agrees to replace or reimburse Organization for any items, materials, equipment or supplies that may be used in the conduct of sheltering activities within the Organization jurisdiction.
- N. NCEM agrees that it will be responsible for replacing, restoring, or repairing damage caused by the use of any building, facilities or equipment belonging to Organization as a direct result of sheltering activities conducted pursuant to this Memorandum of Agreement. NCEM shall not be responsible in any way for any damages or losses to the Facility or Organization resulting in negligence of an individual or not directly resulting from sheltering activities conducted pursuant to this Memorandum of Agreement.
- O. NCEM shall provide any and all releases of information to the press and media. Requests for interviews or information submitted to Organization shall be promptly directed to the NCEM's Public Information Officer.

Issue Elevation:

Any disputes arising out of this agreement shall be resolved in the most informal way possible for the mutual interest of all parties. Claims should be submitted to the other entity in writing for prompt resolution. Entities shall negotiate in good faith and use all reasonable efforts to resolve disputes.

Authorities:

By agreeing to the terms and conditions set forth in this Memorandum of Agreement, Organization's officers, employees, and agents are considered emergency management workers for purposes of N.C. Gen. Stat. § 166A-19.60 to the extent that Organization, its officers, employees, and agents act in good faith, without willful misconduct or gross negligence, and under the direction and control of Government pursuant to this Memorandum of Agreement. Government assumes no liability for any wrongful acts of Organization, its officers, employees, and agents arising out of performing any activities pursuant to this Memorandum of Agreement.

Nothing in this Memorandum of Agreement shall be construed to or is intended to conflict with current laws or regulations of the United States of America, the State of North Carolina, or Government. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Agreement shall remain in full force and effect.

This Memorandum of Agreement shall be governed by the laws of the State of North Carolina as well as all contract provisions listed in Attachments A: 2 C.F.R Part 200 Contract Provisions and Attachment B: State Compliance Provisions.

Amendments:

This Memorandum of Agreement may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MEMORANDUM OF AGREEMENT has been signed by all of the Parties.

Duration/Termination:

This Memorandum of Agreement shall become effective on **upon signing by both parties**. If either party determines that the terms of the Memorandum of Agreement will not or cannot be carried out, that entity shall immediately consult with the other entity to develop an amendment to this Agreement. If within fourteen (14) days an amendment cannot be reached, any entity may terminate the Memorandum of Agreement upon written notification to the other Party(ies).

This Memorandum of Agreement shall remain in effect for only as long as the Non-Congregate Sheltering activities continue to be approved by the Federal Government, the State of Emergency Declaration by the Governor is still in effect or for one (1) year, whichever comes first. Prior to such time, Parties may consult to reconsider the terms of this Memorandum of Agreement and extend it for another term. Any extension should be made or captured in writing. Either party, upon ten (10) days written

notice to the other party, may terminate this agreement. The terms of this agreement, can be modified with the consent of both parties, and must be made in writing.

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AND NOW, this 21st day of October 2020 , the parties hereby acknowledge the foregoing as the terms and conditions of this Agreement.

NCEM

ORGANIZATION

Name Authorized Signature

DocuSigned by:
Shontell Robinson
5852DF4AD4684DD

J. Dudley Watts, Jr., County Manager

Date

11/3/2020

Date

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FORSYTH COUNTY

AGREEMENT

STATE OF NORTH CAROLINA

THIS AGREEMENT, made and effective this 1st day of November, 2020, by and between Forsyth County, North Carolina (the "County"), and The United Way of Forsyth County, Inc. (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Services.

(a) The Provider shall provide sheltering of homeless individuals needing isolation in response to the COVID-19 pandemic. Individuals eligible for such sheltering include homeless individuals who test positive for COVID-19 who do not require hospitalization but need isolation (including those exiting from hospitals) and those who have been exposed to COVID-19 who do not require hospitalization but warrant quarantine. Collectively, these eligible individuals are hereinafter termed "Guests."

(b) The Provider will identify non-congregate sheltering sites suitable for housing Guests at a hotel, motel, trailer, dormitory, or other FEMA-approved setting (collectively "Sites"). The Provider shall provide security at each Site. The Provider will provide written notice to the County of each Site and its proposed contract terms for using each Site. The County must approve each Site. Upon such approval, the Provider shall execute an agreement with the Site's owner or operator for housing Guests. The County will only reimburse the Provider for rooms actually used by Guests and will not reimburse the Provider for renting a block of rooms if some of those rooms are not actually used by Guests.

(c) The Provider will provide eligible wrap-around services to Guests, including food, meals, laundry services, security, medicine, cleaning, disinfecting, transportation, mental health, or other eligible needs. Transportation includes only the movement of Guests between the Site and medical facilities or living locations.

2. Term. The services of the Provider shall begin on November 1, 2020, and shall remain in effect until June 30, 2021, unless the Non-Congregate Shelter activities are discontinued by the federal or state governments, the State of Emergency Declaration is discontinued, or this Agreement is terminated as set forth herein, whichever comes first. The County shall have the right to terminate this Agreement, without cause, upon 14 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. Compensation.

(a) As full compensation for the Provider's services, the County will reimburse the Provider actual costs for services, only to the extent that the County is reimbursed for such costs and services by the North Carolina Department of Health and Human Services ("NCDHHS"), in an amount not to exceed \$49,500, payable in installments. The Provider shall bill the County bi-weekly for services rendered during the preceding 14 days. The County will submit the Provider's invoice and required documentation to NCDHHS bi-weekly. Once the County receives reimbursement from NCDHHS, the County shall pay the Provider within 15 days, provided all elements of the Agreement are satisfactorily met. If the Provider does not submit required documentation in a timely manner, or if the County does not receive reimbursement from NCDHHS, Provider will not receive reimbursement.

(b) The Provider will report their sheltering counts, costs, and other data **weekly** to the County by close of business every Thursday, with such data reported as set forth in Attachment A, attached hereto and incorporated herein by reference. The County will submit the Provider's information to NCDHHS by close of business each Friday. If any date is recognized as a Federal or State holiday, the duty to perform an act will be required on the nearest preceding work day. Provider shall maintain documentation for all Guests and all expenses, and make such documentation available to the County at any time upon request.

Provider must submit the following information along with the invoice on a bi-weekly basis for each Guest provided shelter:

- (1) Specific need for each Guest (e.g., what eligibility category is applicable to the Guest);
- (2) Length of stay for each Guest;
- (3) Age of each Guest;
- (4) If applicable, number of meals provided for each Guest;
- (5) If applicable, number of Guests with access or functional needs;
- (6) If applicable, number of household pets sheltered; and
- (7) If applicable, number of assistance and service animals sheltered.

4. Independent Contractor. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf

of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. Insurance. The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. County Property. Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
Adam Pendlebury,
Business Manager, Forsyth County Department of Public Health
Forsyth County Government
201 N. Chestnut St.
Winston-Salem, NC 27101
pendleda@forsyth.cc

For the Provider:
Andrea Kurtz, JD
Senior Director, Housing Strategies
United Way of Forsyth County
301 N. Main St, Suite 1700
Winston-Salem, NC 27171
andrea.kurtz@uwforsyth.org

9. Assignment. The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

12. Nonappropriation. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

PROVIDER

(SEAL)

By: Cynthia Gordineer

Printed Name: Cynthia Gordineer

Title: CEO

Date: October 26, 2020

