

THIS AGREEMENT is entered into on \_\_\_\_\_, \_\_\_\_\_, 2020, between the County of Albemarle, Virginia, a political subdivision of the Commonwealth of Virginia, and the Town of Scottsville, a political subdivision of the Commonwealth of Virginia.

### **Terms**

1. The County is responsible for the disbursement of funds from the Coronavirus Relief Fund (“CRF”) pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L.No. 116-236, div. A, Title V (“CARES Act”).
2. Scottsville hereby represents to the County that it will comply with all provisions of this Agreement. Scottsville understands that this representation is material to the County agreeing to disburse CRF funds directly to Scottsville.
3. The County will disburse \$50,000 to Scottsville for Scottsville’s use, out of the CRF funds that the Commonwealth disbursed to the County. This amount reflects Scottsville’s population, relative to the County’s total population.
4. Scottsville will only use these funds in a manner that complies with the CARES Act and guidance on use of CRF funds issued by the U.S. Department of the Treasury.
5. Any funds that are not expended on or before December 20, 2020, must be returned to the County no later than December 20, 2020. This is 10 days earlier than the deadline under the CARES Act, to allow the County time to return unused funds to the Commonwealth by December 30, 2020.
6. Funds will be disbursed under this Agreement once. This is not a commitment of any further funding.
7. Scottsville will keep CRF funds in a separate account (“CRF Account”) from all other funds until it has identified an eligible use. It may then move the funds for the identified use into another account for actual expenditure.
8. Scottsville will provide the County’s Chief Financial Officer/Director of Finance notice of any funds it moves out of the CRF Account within one week of moving those funds. This notice will include the amount moved and a brief description of the use.
9. Scottsville shall retain documentation relating to every use of funds removed from the CRF Account, including payroll records, invoices, and sales receipts. The County may require Scottsville to provide any documentation that it deems fit to confirm that a use is eligible under the CARES Act.
10. If the County’s Chief Financial Officer/Director of Finance determines that Scottsville removed funds from the CRF Account for an ineligible use, Scottsville shall replenish that portion of the CRF Account within 30 days. Failure to do so will create a debt from Scottsville to the County for the amount not replenished, 30 days after the Director of Finance’s determination. This debt is self-executing, requiring no further administrative or legal action to perfect. The County may enforce the provisions of this paragraph by withholding any funds, from any source, otherwise due from the County to Scottsville.
11. Notwithstanding Section 10 above, Scottsville remains responsible for complying with the CARES Act and guidance on use of CRF funds issued by the U.S. Department of the Treasury.

12. This Agreement is effective as of the date above, and continues for in effect until December 30, 2025, to align with the U.S. Department of the Treasury Office of the Inspector General's authority to audit CRF records for 5 years.

### **Signatures**

On behalf of the County of Albemarle and the Town of Scottsville, we enter this Agreement.

COUNTY OF ALBEMARLE, VIRGINIA

By: \_\_\_\_\_  
Jeffrey B. Richardson  
County Executive

ATTESTED TO:

\_\_\_\_\_(Clerk)

TOWN OF SCOTTSVILLE, VIRGINIA

By: \_\_\_\_\_  
Matthew R. Lawless  
Town Administrator

ATTESTED TO:

\_\_\_\_\_(Clerk)