

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 28, 2016

AGENDA ITEM NUMBER: 3-A&B

SUBJECT:

- A. RESOLUTION AUTHORIZING APPLICATION TO THE N.C. DEPARTMENT OF TRANSPORTATION FOR A FY 2016-2017 RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT FOR ELDERLY AND DISABLED TRANSPORTATION ASSISTANCE PROGRAM (EDTAP), EMPLOYMENT TRANSPORTATION ASSISTANCE PROGRAM (EMPL), AND RURAL GENERAL PUBLIC (RGP) TRANSPORTATION PROGRAM**
- B. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND WINSTON-SALEM TRANSIT AUTHORITY TO PROVIDE TRANSPORTATION SERVICES FOR ELDERLY AND DISABLED CITIZENS OF FORSYTH COUNTY DURING FY 2016-2017**

(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES-AGING SERVICES)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

A. Forsyth County received notice to apply for Rural Operating Assistance Program (ROAP) Grant funding in the amount of **\$224,949** for the Fiscal Year 2016-2017.

The Rural Operating Assistance Program (ROAP) is a state-funded public transportation grant program administered by the North Carolina Department of Transportation – Public Transportation Division. ROAP consolidates the Elderly and Disabled Transportation Assistance Program (EDTAP), the Employment Transportation Assistance Program (EMPL) and the Rural General Public (RGP) Transportation Program into a single application package. County governments and eligible transportation authorities are the only eligible applicants for ROAP funds. All eligible applicants must submit an annual application to receive these funds.

B. The Winston-Salem Transit Authority (WSTA) will provide transportation services for elderly and disabled citizens utilizing a portion of the ROAP grant funding. Therefore an interlocal agreement needs to be executed between Forsyth County and WSTA.

ATTACHMENTS: YES NO

SIGNATURE: *J. Audrey Abitto, jr. /colh*

COUNTY MANAGER

DATE: November 16, 2016

RESOLUTION AUTHORIZING APPLICATION TO THE N.C. DEPARTMENT OF TRANSPORTATION FOR A FY 2016-2017 RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT FOR ELDERLY AND DISABLED TRANSPORTATION ASSISTANCE PROGRAM (EDTAP), EMPLOYMENT TRANSPORTATION ASSISTANCE PROGRAM (EMPL), AND RURAL GENERAL PUBLIC (RGP) TRANSPORTATION PROGRAM (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES-AGING SERVICES)

BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the submission of an application to the North Carolina Department of Transportation for a Rural Operating Assistance Program (ROAP) grant for the period July 1, 2016 to June 30, 2017 in the total amount of **\$224,949**. The grant funds will be dispersed as follows:

- Elderly and Disabled Transportation Assistance Program (EDTAP): \$162,374
- Employment Transportation Assistance Program (Formula)(EMPL): \$62,575

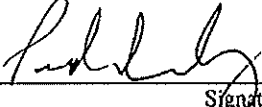
BE IT FURTHER RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or the County Manager and the Clerk to the Board or their designees to execute the necessary documents to complete the application for said grant funds, subject to necessary budget appropriation, pre-audit certificate, thereon, by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 28th day of November 2016.

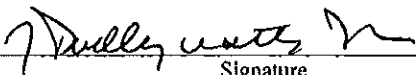
Application for Transportation Operating Assistance


FY2017 Rural Operating Assistance Program Funds

Name of Applicant (County)	Forsyth County
County Manager	Dudley Watts
County Manager's Email Address	fcmanager@forsyth.cc
County Finance Officer	Paul Fulton
CFO's Email Address	fultonpl@forsyth.cc
CFO's Phone Number	336-703-2050
Person Completing this Application	Adam Pendlebury
Person's Job Title	Budget & Management Analyst
Person's Email Address	pendleda@forsyth.cc
Person's Phone Number	919-530-0426
Community Transportation System	Winston-Salem Transit Authority (WSTA)
Name of Transit Contact Person	Jackie Settle
Transit Contact Person's Email Address	336-748-3259

Application Completed by:  Date: 8/22/16
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the quarterly milestone reports are not submitted on or before the due dates that 1/2 of 1 percent per business day, beginning the day after the due date until the date the report is received, will be deducted from the following quarter's disbursement. I certify and understand that any quarterly unspent funds will be deducted from the following quarter's allocation and the total amount of unspent funds at the end of the period of performance will be deducted from the following year's allocation.

County Manager:  Date: 8-23-16
Signature

County Finance Officer:  Date: 8/22/2016
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the gray rectangle and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2017 ROAP Program Schedule

Application Deadline	August 22, 2016
Quarter 1 Disbursement	September 15, 2016
Quarter 1 Milestone Report due	October 31, 2016
Quarter 2 Disbursement	December 15, 2016
Quarter 2 Milestone Report due	January 31, 2017
Quarter 3 Disbursement	March 15, 2017
Quarter 3 Milestone Report due	April 30, 2017
Quarter 4 Disbursement	May 15, 2017
Quarter 4 Milestone Report due	July 31, 2017

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- ROAP funds are expended on only eligible activities
- Supporting documentation of expenditures is maintained
- Service recipients meet eligibility requirements and their eligibility is documented
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance
- An accounting of trips and expenditures is provided in quarterly reports to NCDOT
- ROAP funds received and expended are included in the local annual audit

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	yes	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	yes	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	yes	

Financial Management of ROAP Funds		Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	yes		
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>	yes		
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>	yes		
G. Are ROAP funds being deposited in an interest bearing account?	yes		
H. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	yes		
I. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	yes		
Monitoring and Oversight Responsibilities		Yes	No
J. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the trips provided with ROAP funds?	yes		
K. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? quarterly			
L. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	yes		
Accountability to North Carolina Taxpayers		Yes	No
M. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	yes		

Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Organizations or Departments Receiving EDTAP Funds	How will the transportation services be provided	Name of Transportation Provider	EDTAP Suballocation	Estimated One Way	Avg. Cost of
WSTA / Trans-Aid of Forsyth	public trans	WSTA	\$ 40,496.86	10,000	\$ 16.96
Financial Pathways of the	public trans	WSTA	\$ 2,500	2,500	\$ 1.00
Dialysis Centers (4)	staff	staff	\$ 54,663.18	6,900	\$ 16.96
Here 2 There Van Service	Here 2 There Van	Here 2 There Van	\$ 11,632.74	3,300	\$ 30.00
Mt. Zion Senior Life Center	staff	agency vehicle	\$ 2,000.00	850	\$ 16.95
Forsyth County Department	public trans	WSTA	\$ 21,305.35	1,900	\$ 6.38
Shepherd Center of	volunteer drivers	Shepherd Center	\$ 10,176.71	4,500	\$ 5.00
Enrichment Center	staff / van service	staff/Here 2	\$ 13,599.16	9,600	\$ 5.00
Senior Services Adult Day	staff/voin.	agency vehicle	\$ 2,000	1000	\$ 16.69
Daymark Recovery/Mon.	staff	staff	\$ 4,000	1020	\$ 2.50
TOTAL			\$ 162,374		

Elderly and Disabled Transportation Assistance Program Questions

N. What will be the purposes of the trips provided with EDTAP funds? *(Check all that apply)*

- Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking
- Job interviews, job fair attendance, job readiness activities or training, GED classes
- Transportation to workplace
- Group field trips/tours to community special events (Federal charter regulations apply to transit.)
- Overnight trips to out-of-county destinations (Federal charter regulations apply to transit)
- Human service agency appointments

Elderly and Disabled Transportation Assistance Program Questions (con't)

	Yes	No
O. Does the federally funded Community Transportation System operating in your county receive a sub-allocation of EDTAP funds?		x
P. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance or purchase of service only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		x
Q. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?	x	
R. EDTAP funded trips are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation trips?		x

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND
WINSTON-SALEM TRANSIT AUTHORITY TO PROVIDE TRANSPORTATION
SERVICES FOR ELDERLY AND DISABLED CITIZENS OF
FORSYTH COUNTY DURING FISCAL YEAR 2016-2017
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES-AGING SERVICES)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County and Winston-Salem Transit Authority, to provide transportation services for elderly and disabled citizens of Forsyth County during Fiscal Year 2016-2017 in the amount of \$162,374, is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the attached Grant Agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to execute amendments to the above Agreement, as necessary to continue the services during the current fiscal year, within budgeted appropriations, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and Winston-Salem Transit Authority is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 28th day of November 2016.

NORTH CAROLINA)
)
FORSYTH COUNTY)

AGREEMENT FOR THE GRANT
OF FORSYTH COUNTY FUNDS

THIS AGREEMENT, made and entered into as of the 1st day of July 2016,
by and between FORSYTH COUNTY (hereinafter referred to as the COUNTY) AND
The Winston-Salem Transit Authority (hereinafter referred to as the GRANTEE),
pursuant to and subject to the restrictions and conditions set forth herein;

WITNESSETH:

In consideration of receipt of a grant of funds through Forsyth County for the year
7/1/2016 - 6/30/2017, in an amount not to exceed \$162,374.00, the GRANTEE named
hereinabove does hereby agree to abide by the terms of this Agreement as set forth
herein.

In consideration of the above, the parties do hereby agree as follows:

(1) The GRANTEE covenants and agrees to expend the funds which are the
subject of this Agreement and perform services in consideration of the receipt of funds in
accordance with the purposes and/or under the restrictions and conditions as attached to
this Agreement and incorporated herein by reference. The GRANTEE further agrees to
expend the grant funds in accordance with the Budget for said funds attached hereto and
which is incorporated herein by reference. Funds made available to the GRANTEE
pursuant to this Agreement shall be expended only in accordance with applicable federal,
state and local laws. No change or alteration in the total Budget attached may be made
without the express approval of the County.

(2) Termination of this Agreement may occur for reasons described herein or in attachments hereto. The COUNTY may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.

(3) The GRANTEE agrees that it will supply such records, information and verification relating to expenditures of the funds or the operations of the GRANTEE as may reasonably be requested by the COUNTY. The GRANTEE agrees that the COUNTY shall have access to the records and premises of the GRANTEE at all reasonable times, and the GRANTEE agrees to submit such reports as the COUNTY shall request pertaining to the funds granted herein or the operations of the GRANTEE. The GRANTEE shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The COUNTY reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The GRANTEE agrees to subject itself to the provisions of Article 33C of Chapter 143 of the North Carolina General Statutes, entitled "Meetings of Public Bodies," to the same extent as the COUNTY.

(4) The GRANTEE shall furnish to the COUNTY a copy of its annual audit report performed by a certified public accountant as soon as such becomes available to the GRANTEE but no later than 6 months following the GRANTEE's fiscal year end.

(5) Funds will be disbursed to the GRANTEE by reimbursement to the GRANTEE for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Monthly disbursements by the COUNTY shall not exceed 1/12 of the proposed annual grant amount of grant funds. Quarterly

disbursements by the COUNTY shall not exceed ¼ of the proposed annual grant amount of grant funds.

(6) The County may suspend or terminate the payment of grant funds in whole or in part at any time for the following reasons as determined by the COUNTY, but not limited to these reasons:

- (a) Ineffective or improper use of grant funds;
- (b) Failure to comply with the terms and conditions of the Agreement;
- (c) Submission to the COUNTY of reports which are incorrect or incomplete in any material respect;
- (d) Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or infeasible.
- (e) Any violation of this Agreement.
- (f) In the opinion of the County, the County's financial situation makes it impractical to provide the grant funds.

In addition, the COUNTY may suspend or terminate payment of grant funds if the GRANTEE fails to make satisfactory progress toward meeting the project services which are the subject of this Agreement; and the determination of whether satisfactory progress has been made shall be in the discretion of the COUNTY.

If for any reason the payment of grant funds is suspended or terminated, the GRANTEE agrees to promptly remit to the COUNTY any payments previously received by the GRANTEE which the COUNTY deems to have been paid and received in violation of this Agreement.

(7) Any and all alterations in the restrictions and conditions upon the grant of the funds herein or alterations in the amount of this Budget attached hereto shall be subject to prior review and written approval by the COUNTY.

(8) This Agreement and the grant funds which are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the COUNTY.

(9) Non-expendable property purchased under this Agreement shall remain the property of the GRANTEE, unless the attached conditions or Budget provide that such property shall become the property of the COUNTY.

(10) The attached Exhibits are:

- (a) The Budget;
- (b) Purposes and/or Restrictions and Conditions; and
- (c) Reporting Requirements, which are incorporated herein by

reference.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be duly executed in its behalf, and the GRANTEE has caused the same to be duly executed in its behalf as of the date first above written.

FORSYTH COUNTY, NORTH CAROLINA

ATTEST:

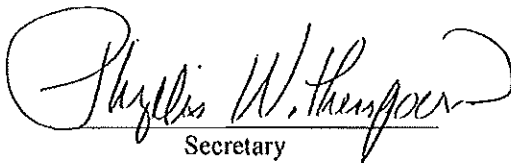
By _____
County Manager

Clerk To The Board
(SEAL)

The Winston Salem Transit Authority (Grantee)

ATTEST:

By  _____ Date _____


Secretary

(SEAL)

EXHIBIT A

THE WINSTON-SALEM TRANSIT AUTHORITY

EXPENDITURES AND REVENUES

2016-2017

BUDGET

REVENUES

\$162,374

EXPENDITURES

FORSYTH COUNTY (ELDERLY & DISABLED TRANSPORTATION ASSISTANCE PROGRAM ALLOCATION) ELDERLY & HANDICAPPED TRANSPORTATION FUNDING

EDTAP Funding (Formula)

Agencies Receiving Sub-Allocations	Amount to be Sub-Allocated
Trans-AID of Forsyth County	\$40,496.86
Financial Pathways of the Piedmont	\$2,500
Dialysis Centers	\$54,663.18
Here 2 There Van Service	\$11,632.74
Mt. Zion Senior Life Center	\$2,000
Forsyth County Social Services	\$21,305.35
The Shepherd Center of WS	\$10,176.71
The Enrichment Center	\$13,599.16
Senior Service Adult Day Care	\$2,000
Daymark Recovery Service	\$1,500
Monarch	\$2,500
TOTAL AMOUNT	\$162,374

TOTAL

\$162,374

EXHIBIT B
THE WINSTON-SALEM TRANSIT AUTHORITY
RESTRICTIONS AND CONDITIONS
2016-2017

PURPOSE: Grantee provides specialized door to door, county-wide transportation service for the elderly and physically disabled.

1. Funds will be used to provide transportation services for elderly or disabled Forsyth County citizens through the entities listed on the attached Budget and consistent with the amounts in said Budget.
2. Payment to the Grantee can be made in one installment upon request if grant funds have been received by the County from the external funding sources and are available.
3. The Grantee agrees to hold the County harmless from liability for any expenses which may be claimed against the County due to the administration of the Grantee's program.
4. The contract allocation represents pass-through monies to be disbursed as in Exhibit A.
5. The Board of Commissioners is concerned that the County's very strong financial condition at present may create unrealistic expectations among some grantee organizations that County financial support will continue indefinitely, or regularly increase in the future. There may also be a perception in the community that the County is always a likely source of financial assistance for various capital fund drives or special projects. The County's first priorities must always be those services and functions which counties are required by law to provide. Because the County's revenues are very responsive to changes in the local economy, even a slight economic downturn might require a reduction or withdrawal of County support for such organizations, projects and fund drives.
6. Grantee organizations shall immediately notify the County of any substantive changes in their other sources of financial support which might cause them to seek additional County funding in the current year, or in future years, which County funding may not be forthcoming or available.
7. The grant of funds as provided in this agreement is conditioned upon the receipt of matching or pass-through State or Federal funds as set forth herein.
8. 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.
9. The provisions of Attachment A are attached hereto and incorporated herein by reference.

10. In accordance with N.C.G.S. §147-86.59 and other applicable sections of N.C.G.S. §147-86.55 et seq., the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors hereunder of either Party.

EXHIBIT C

THE WINSTON-SALEM TRANSIT AUTHORITY

REPORTING REQUIREMENTS

2016-2017

1. The Grantee will submit to the County copies of all Elderly & Disabled Transportation Assistance Program reports provided to the Federal Government, the State of North Carolina and any Foundations.
2. The Grantee will submit to the County a copy of its annual Elderly & Disabled Transportation Assistance Program report to the State.

ATTACHMENT A

The Winston-Salem Transit Authority, hereinafter referred to as Grantee, shall operate as an independent contractor, and the County shall not be responsible for any of Grantee's acts or omissions. Grantee agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of Grantee.

Grantee shall not be treated as an employee of the County with respect to the services performed hereunder for federal or state tax, unemployment or worker's compensation purposes. Grantee understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of Grantee or the employees of Grantee. Grantee further understands and agrees that Grantee is fully responsible for the payment of any and all taxes arising from the payment of moneys under this Agreement.

Grantee shall not be treated as an employee of the County 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 County shall not be liable to the Grantee for any expenses paid or incurred by Grantee unless otherwise agreed in writing.

Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

Grantee shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager.

Grantee has no authority to enter into contracts or agreements on behalf of the County.

Either party shall have the right to terminate this Agreement for services upon thirty (30) days notice in writing to the other party.

Grantee declares that it has complied with all 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.