

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 13, 2014 AGENDA ITEM NUMBER: 4

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND WINSTON-SALEM TRANSIT AUTHORITY TO PROVIDE ELDERLY AND DISABLED TRANSPORTATION ASSISTANCE PROGRAM FUNDING IN FORSYTH COUNTY DURING FISCAL YEAR 2014-2015 (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES-AGING SERVICES)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

### SUMMARY OF INFORMATION:

This agenda item seeks authorization from the Forsyth County Board of Commissioners to execute an interlocal agreement between Forsyth County and Winston-Salem Transit Authority (WSTA) to provide Elderly and Disabled Transportation Assistance in the amount of \$144,280.

The funding for this agreement is part of the FY 2014-2015 Rural Operating Assistance Program (ROAP) grant allocation of pass-through funding from the N.C. Department of Transportation (NCDOT).

Funds will be disbursed based on the provisions of the attached agreement with WSTA.

ATTACHMENTS:  yes  no

SIGNATURE:  COUNTY MANAGER DATE: October 8, 2014

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND  
WINSTON-SALEM TRANSIT AUTHORITY TO PROVIDE ELDERLY  
AND DISABLED TRANSPORTATION ASSISTANCE PROGRAM  
FUNDING IN FORSYTH COUNTY DURING FISCAL YEAR 2014-2015  
(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 elderly and disabled transportation assistance program funding in Forsyth County during fiscal year 2014-2015 in the amount of \$144,280, 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 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 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 the 13<sup>th</sup> day of October 2014.

NORTH CAROLINA)  
)  
FORSYTH COUNTY)

AGREEMENT FOR THE GRANT  
OF FORSYTH COUNTY FUNDS (PASS-THROUGH)

THIS AGREEMENT, made and entered into as of the \_\_\_ day of July, 2014, 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 or appropriation of funds from Forsyth County for the year 7/1/2014 - 6/30/2015, in an amount not to exceed the amount of \$144,280, 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 County 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 COUNTY funds. Quarterly disbursements by the COUNTY shall not exceed ¼ of the proposed annual grant amount of COUNTY 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  
 FY 2014-2015  
 BUDGET

**REVENUES** **\$144,280**

**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
<b>TOTAL AMOUNT</b>	<b>\$144,280</b>

**TOTAL** **\$144,280**

**EXHIBIT C**

**THE WINSTON-SALEM TRANSIT AUTHORITY**

**REPORTING REQUIREMENTS**

**FY 2014-2015**

1. The Grantee will submit to the County a copy 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