

FORSYTH COUNTY

BOARD OF COMMISSIONERS

BRIEFING DRAFT

MEETING DATE: OCTOBER 18, 2018AGENDA ITEM NUMBER: 5 A-C**SUBJECT:**

- A. RESOLUTION AUTHORIZING APPLICATION TO THE N.C. DEPARTMENT OF TRANSPORTATION FOR A FY 2018-2019 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 2018-2019**
 - C. RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND PIEDMONT TRIAD REGIONAL COUNCIL (FOR WORKFORCE DEVELOPMENT) TO PROVIDE EMPLOYMENT TRANSPORTATION SERVICES FOR PARTICIPANTS IN ITS JOBLINK AND WORKFORCE DEVELOPMENT PROGRAMS IN FORSYTH COUNTY DURING FY 2018-2019**
- (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES-AGING SERVICES)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:**SUMMARY OF INFORMATION:**

A. Forsyth County received notice to apply for Rural Operating Assistance Program (ROAP) Grant funding in the amount of \$242,285 for the Fiscal Year 2018-2019.

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.

C. The Piedmont Triad Regional Council (for Workforce Development) will provide employment transportation services for participants in its JobLink and Workforce Development Programs.

ATTACHMENTS: YES NO

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

RESOLUTION AUTHORIZING APPLICATION TO THE N.C. DEPARTMENT OF TRANSPORTATION FOR A FY 2018-2019 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, 2018 to June 30, 2019 in the total amount of \$242,285. The grant funds will be used as follows:

- 1) Elderly and Disabled Transportation Assistance Program (EDTAP): \$162,374; and
- 2) Employment Transportation Assistance Program (EMPL): \$67,911.

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 18th day of October 2018.

**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 2018-2019
(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 as part of its Elderly and Disabled Transportation Assistance Program (EDTAP), during Fiscal Year 2018-2019 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 18th day of October 2018.

WINSTON-SALEM TRANSIT AUTHORITY

NORTH CAROLINA)
)
FORSYTH COUNTY)

**AGREEMENT FOR THE GRANT OF
FUNDS**

THIS AGREEMENT, made and entered into as of the 1st day of July, 2018, by and between the County of Forsyth, (hereinafter referred to as the County) and **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 through the County of Forsyth for the fiscal year **2018-2019**, not to exceed the amount of **\$162,374** the Grantee named herein above does hereby agree to abide by the terms of this Agreement.

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 work program 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 Grantee's budget as 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.

(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 or 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 operation 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.

(4) The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

(5) Funds will be disbursed to the Grantee, in accordance with Exhibit A, by reimbursement to the Grantee for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Further, should the Grantee overspend the attached budget, the County shall have no obligation to reimburse the Grantee for such expenditures.

(6) The County may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement. Suspension or termination may be effected for the following reasons as determined by the County, but not limited to these reasons:

- (a) 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) Uncontrollable circumstances, rendering the carrying out of this Agreement improper or infeasible.

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 sole 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 alternatives in the restrictions and conditions upon the grant of the funds herein 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. Additionally, this agreement or the funds herein may not be continued by a successor to the Grantee herein named or subcontracted without the prior written consent to 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) 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.

(11) Grantee acknowledges that the County will make no payment to Grantee, so long as there is an outstanding debt or obligation due the County. Grantee hereby, agrees that any debt it owes the County will be offset against any payments otherwise due the Grantee under this Agreement. If the County assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the County.

(12) All documentation required by Exhibit C, attached hereto and incorporated herein, must be submitted to the County no later than September 30, 2019. Failure to submit the required documentation as set forth herein may, in the County's sole and absolute discretion, result in the termination of this agreement and recapture of any public funds previously provided by County to Grantee under the terms of this agreement. Additionally, failure to comply with the documentation requirements set forth herein may, in the County's sole and absolute discretion, impact the Grantee's eligibility for future grants from the County. Current funding does not guarantee future funding.

(13) Suspension and Debarment; the Grantee hereby certifies that neither it, nor its agents or subcontractors: (i) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (ii) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or

suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the County;

(14) E-Verify Compliance: Where applicable, Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Grantee utilizes a subcontractor, the Grantee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General. A violation of this provision or the E-Verify requirements shall be just cause for the County to terminate this contract;

(15) Iran Divestment Act. Grantee hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Grantee utilize on this agreement any subcontractor on such list.

(16) Divestment from Companies that Boycott Israel. Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

(17) Public Records and Confidential Information. All non-confidential information and documents provided by the Grantee to the County shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Grantee to the County and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the County as confidential and will not be disclosed to any person without the prior written consent of the Grantee, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Grantee hereby agrees that said confidential information can be reviewed internally by county staff and any appropriate County committee involved in the process of awarding County contracts. The Grantee agrees to indemnify and hold harmless the County, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Grantee has designated as confidential pursuant to N.C.G.S. 132-1.2.

(18) The County may, with reasonable notice, have access to the organization's personnel and financial records to conduct due diligence reviews of operations;

(19) The attached Exhibits are:

(a) The Budget;

- (b) The Work Program;
- (c) Report Requirements.
- (d) Appendix A of the North Carolina Department of Transportation Program Administration Guide for the Rural Operating Assistance Program (ROAP).

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

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.

ATTEST

COUNTY OF FORSYTH

_____(SEAL) BY: _____
 Clerk To The Board County Manager

ATTEST

WINSTON-SALEM TRANSIT AUTHORITY

_____(SEAL) BY: _____
 (Signature) (Signature)

 (Print Name, Title) (Print Name, Title)

JULY 1, 2018

**EXHIBIT A: WINSTON-SALEM TRANSIT AUTHORITY BUDGET FOR FY 2018-19 RURAL
OPERATING ASSISTANCE PROGRAM**

**EXPENDITURES AND REVENUES
2018-2019**

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
Financial Pathways of the Piedmont	\$2,000.00
Piedmont Dialysis	\$50,663.18
Monarch Behavioral	\$3,000.00
Here 2 There Van Service	\$13,123.74
Mt. Zion Senior Center	\$2,000.00
Trans-Aid	\$40,496.86
Forsyth County DSS	\$21,305.35
Shepherd's Center of Winston-Salem	\$18,608.16
Enrichment Center	\$10,176.71
Daymark Recovery	\$1,000.00

JULY 1, 2018

EXHIBIT B: WORK PROGRAM FOR FY 2018-19

1. Grantee shall use funds provided pursuant to this Agreement to provide transportation services for elderly or disabled Forsyth County citizens through the entities and in such amounts as set forth in Exhibit A. All such services shall be provided in accordance with Appendix A of the North Carolina Department of Transportation Program Administration Guide for the Rural Operating Assistance Program (ROAP), which is attached hereto as Exhibit D.
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 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.
6. Grantee and all agencies receiving sub-allocations, as set forth in Exhibit A, shall comply with all provisions in Exhibit D. In the event that the North Carolina Department of Transportation seeks reimbursement of any funds from the County due to Grantee's improper use of the funds provided pursuant to this Agreement or due to improper use by any agency receiving a sub-allocation, Grantee shall reimburse the County for all such funds.

JULY 1, 2018

EXHIBIT C: REPORT REQUIREMENTS

1. 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. Grantee will submit to the County a copy of its annual Elderly & Disabled Transportation Assistance Program report to the State.
3. Grantee will submit to the County all such information required to be reported pursuant to the provisions of Exhibit D, or as required by the State of North Carolina or federal government.

Appendix A – Eligible Transportation Expense Matrix

Services must be provided to a person that meets the eligibility criteria.

Trip Based Services - Trips may be provided by car/vanpool, taxi, public transit vehicle, private transit vehicle, agency vehicle, or mileage reimbursement to a volunteer. The most cost-effective option should be chosen. Public /Private transportation providers shall be reimbursed based on the fully allocated cost per mile, per hour, or per passenger trip. Volunteers can be reimbursed for mileage only. If a human service agency uses an agency vehicle to provide the trip, the agency must include the fully allocated cost of a trip in their reimbursement request including fuel, staff time and benefits, depreciation, vehicle insurance and licensing.

Trip Purpose	EDTAP	EMPL	RGP
Personal care, non-emergency medical appointments, pharmacy pickup, shopping, bill paying, public hearings, committee meetings, classes, banking, etc.	Yes	No	Yes
Job interviews, job fair attendance, job readiness activities or training, GED classes	Yes	Yes	Yes
Transportation to Workplace (trip must be scheduled by the individual passenger)	Yes	Yes	Yes
Child(ren) of Working Parent transported to Child Care	No	Yes	Yes
Group field trips/tours to community special events	Yes	No	*
Overnight trips to out-of-county destinations	Yes	No	*
Human Service Agency appointments	Yes	No	Yes
Purchase of service	No	No	No
Human Service Agency purchase of passes, tickets or tokens from the Community Transportation System for the agency's program needs or their client's needs.	No	No	No

* Must be provided under the provisions of the federal Charter regulations which can be viewed at <https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service>

*****IMPORTANT*****

Recipients will NOT be allowed to use ROAP funds for "other" services including fuel assistance (gas vouchers, gas cards, reimbursement to fuel provider), vehicle repairs or vehicle insurance premiums.

The fully allocated cost to provide a trip, which has traditionally been eligible for the EDTAP, EMPL and RGP programs will continue to be eligible.

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND
PIEDMONT TRIAD REGIONAL COUNCIL (FOR WORKFORCE
DEVELOPMENT) TO PROVIDE EMPLOYMENT TRANSPORTATION SERVICES
FOR PARTICIPANTS IN ITS JOBLINK AND WORKFORCE DEVELOPMENT
PROGRAMS IN FORSYTH COUNTY DURING FISCAL YEAR 2018-2019
(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 Piedmont Triad Regional Council, to provide employment transportation services for participants in its JobLink and Workforce Development Programs in Forsyth County as part of its Employment Transportation Assistance Program (EMPL), during Fiscal Year 2018-2019 in the amount of \$67,911, 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 Piedmont Triad Regional Council is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 18th day of October 2018.

PIEDMONT TRIAD REGIONAL COUNCIL (FOR WORKFORCE DEVELOPMENT)

NORTH CAROLINA)
)
FORSYTH COUNTY)

**AGREEMENT FOR THE GRANT OF
FUNDS**

THIS AGREEMENT, made and entered into as of the 1st day of July, 2018, by and between the County of Forsyth, (hereinafter referred to as the County) and **Piedmont Triad Regional Council (for Workforce Development)** (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 through the County of Forsyth for the fiscal year **2018-2019**, not to exceed the amount of **\$67,911** the Grantee named herein above does hereby agree to abide by the terms of this Agreement.

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 work program 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 Grantee's budget as 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.

(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 or 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 operation 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.

(4) The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

(5) Funds will be disbursed to the Grantee, in accordance with Exhibit A, by reimbursement to the Grantee for expenses incurred in accordance with the attached budget, unless otherwise specified in the attachments. Further, should the Grantee overspend the attached budget, the County shall have no obligation to reimburse the Grantee for such expenditures.

(6) The County may suspend or terminate the payment of grant funds in whole or in part for any violation of this Agreement. Suspension or termination may be effected for the following reasons as determined by the County, but not limited to these reasons:

- (a) 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) Uncontrollable circumstances, rendering the carrying out of this Agreement improper or infeasible.

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 sole 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 alternatives in the restrictions and conditions upon the grant of the funds herein 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. Additionally, this agreement or the funds herein may not be continued by a successor to the Grantee herein named or subcontracted without the prior written consent to 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) 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.

(11) Grantee acknowledges that the County will make no payment to Grantee, so long as there is an outstanding debt or obligation due the County. Grantee hereby, agrees that any debt it owes the County will be offset against any payments otherwise due the Grantee under this Agreement. If the County assigns any monies due or to become due under this Agreement, such assignment will be subject to all set-offs in favor of the County.

(12) All documentation required by Exhibit C, attached hereto and incorporated herein, must be submitted to the County no later than September 30, 2019. Failure to submit the required documentation as set forth herein may, in the County's sole and absolute discretion, result in the termination of this agreement and recapture of any public funds previously provided by County to Grantee under the terms of this agreement. Additionally, failure to comply with the documentation requirements set forth herein may, in the County's sole and absolute discretion, impact the Grantee's eligibility for future grants from the County. Current funding does not guarantee future funding.

(13) Suspension and Debarment; the Grantee hereby certifies that neither it, nor its agents or subcontractors: (i) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (ii) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or

suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the County;

(14) E-Verify Compliance: Where applicable, Grantee shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Grantee utilizes a subcontractor, the Grantee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General. A violation of this provision or the E-Verify requirements shall be just cause for the County to terminate this contract;

(15) Iran Divestment Act. Grantee hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will Grantee utilize on this agreement any subcontractor on such list.

(16) Divestment from Companies that Boycott Israel. Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

(17) Public Records and Confidential Information. All non-confidential information and documents provided by the Grantee to the County shall be treated as a public record under N.C.G.S. 132-1 et. seq. All information or documents provided by the Grantee to the County and marked as "confidential" or with a similar designation under N.C.G.S. 132-1.2 will be treated by the County as confidential and will not be disclosed to any person without the prior written consent of the Grantee, if it meets the criteria outlined in N.C.G.S. 132-1.2 (1)(a through d). However, the Grantee hereby agrees that said confidential information can be reviewed internally by county staff and any appropriate County committee involved in the process of awarding County contracts. The Grantee agrees to indemnify and hold harmless the County, its officers, employees, elected officials and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Grantee has designated as confidential pursuant to N.C.G.S. 132-1.2.

(18) The County may, with reasonable notice, have access to the organization's personnel and financial records to conduct due diligence reviews of operations;

(19) The attached Exhibits are:

(a) The Budget;

- (b) The Work Program;
- (c) Report Requirements.
- (d) Appendix A of the North Carolina Department of Transportation Program Administration Guide for the Rural Operating Assistance Program (ROAP).

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

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.

ATTEST

COUNTY OF FORSYTH

 Clerk To The Board (SEAL)

BY: _____
 County Manager

ATTEST

PIEDMONT TRIAD REGIONAL COUNCIL

 (Signature) (SEAL)

BY: _____
 (Signature)

 (Print Name, Title)

 (Print Name, Title)

JULY 1, 2018

**EXHIBIT A: PIEDMONT TRIAD REGIONAL COUNCIL (FOR WORKFORCE DEVELOPMENT)
BUDGET FOR FY 2018-19 RURAL OPERATING ASSISTANCE PROGRAM**

**EXPENDITURES AND REVENUES
2018-2019**

REVENUES

FORSYTH COUNTY (RURAL OPERATING ASSISTANCE PROGRAM – EMPLOYMENT TRANSPORTATION)

\$67,911

EXPENDITURES

BUS PASSES

\$67,911

JULY 1, 2018

EXHIBIT B: WORK PROGRAM FOR FY 2018-19

1. Grantee shall use funds provided pursuant to this Agreement to provide Work First participants and NCWorks customers with various transportation related needs for workforce development, pursuant to the provisions in Appendix A of the North Carolina Department of Transportation Program Administration Guide for the Rural Operating Assistance Program (ROAP), which is attached hereto as Exhibit D. The budget in Exhibit A provides a list of how funds will be specifically used.
2. Payment to the Grantee will be made quarterly for reimbursement expenses incurred. Financial and activity reports are submitted quarterly as listed in Exhibit C - Reporting Requirements.
3. If the Grantee lacks sufficient funds to operate prior to payment of grant funds, arrangements may be made for an advance of grant funds based on a report of the Grantee's current financial condition and an estimate of expenditures for the ensuing three months.
4. 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.
5. 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 grant funding in the current year, or in future years, which grant funding may not be forthcoming or available.
6. This grant represents pass-through monies from the State of North Carolina Department of Transportation; therefore payment by the County grant funds to Grantee is contingent upon receipt by the County of Rural Operating Assistance Program Work First funds for FY 2018-2019 from the State for the purposes herein in an amount equal to this grant.
7. Grantee 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.

8. 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.
9. Grantee shall comply with all provisions in Exhibit D. In the event that the North Carolina Department of Transportation seeks reimbursement of any funds from the County due to Grantee's improper use of the funds provided pursuant to this Agreement, Grantee shall reimburse the County for all such funds.

JULY 1, 2018

EXHIBIT C: REPORT REQUIREMENTS

1. The Grantee shall submit the quarterly Expenditure Report and Reimbursement Request Form to the County.
2. Grantee shall be responsible for submitting all reports required by the State of North Carolina. A copy of all such reports shall be submitted to Forsyth County.
3. Grantee shall submit a quarterly report of the extent to which the objectives of the program are being achieved. If the State of North Carolina requires such a report, a copy of the report should be sent to Forsyth County and will satisfy this requirement. If the State of North Carolina requires statistics to substantiate the success of the program, a copy of those statistics should be sent to Forsyth County.
4. Grantee shall submit to the County a quarterly report and annual evaluation of workload activities, clients served and the extent to which the Grantee has achieved the objectives stated in the purposes of the program.

Exhibit D

Appendix A – Eligible Transportation Expense Matrix

Services must be provided to a person that meets the eligibility criteria.

Trip Based Services - Trips may be provided by car/vanpool, taxi, public transit vehicle, private transit vehicle, agency vehicle, or mileage reimbursement to a volunteer. The most cost-effective option should be chosen. Public /Private transportation providers shall be reimbursed based on the fully allocated cost per mile, per hour, or per passenger trip. Volunteers can be reimbursed for mileage only. If a human service agency uses an agency vehicle to provide the trip, the agency must include the fully allocated cost of a trip in their reimbursement request including fuel, staff time and benefits, depreciation, vehicle insurance and licensing.

Trip Purpose	EDTAP	EMPL	RGP
Personal care, non-emergency medical appointments, pharmacy pickup, shopping, bill paying, public hearings, committee meetings, classes, banking, etc.	Yes	No	Yes
Job interviews, job fair attendance, job readiness activities or training, GED classes	Yes	Yes	Yes
Transportation to Workplace (trip must be scheduled by the individual passenger)	Yes	Yes	Yes
Child(ren) of Working Parent transported to Child Care	No	Yes	Yes
Group field trips/tours to community special events	Yes	No	*
Overnight trips to out-of-county destinations	Yes	No	*
Human Service Agency appointments	Yes	No	Yes
Purchase of service	No	No	No
Human Service Agency purchase of passes, tickets or tokens from the Community Transportation System for the agency's program needs or their client's needs.	No	No	No

* Must be provided under the provisions of the federal Charter regulations which can be viewed at <https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service>

*****IMPORTANT*****

Recipients will NOT be allowed to use ROAP funds for “other” services including fuel assistance (gas vouchers, gas cards, reimbursement to fuel provider), vehicle repairs or vehicle insurance premiums.

The fully allocated cost to provide a trip, which has traditionally been eligible for the EDTAP, EMPL and RGP programs will continue to be eligible.