

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: January 14, 2013 AGENDA ITEM NUMBER: 5

SUBJECT:

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 2012-2013 (SPECIAL APPROPRIATIONS)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:- Recommend Approval

SUMMARY OF INFORMATION:-

See attached

ATTACHMENTS: yes no

SIGNATURE: *Joey Audley Adams, Jr.* DATE: January 9, 2013
COUNTY MANAGER

**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 2012-2013
(SPECIAL APPROPRIATIONS)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Department of Social Services, and Winston-Salem Transit Authority, to provide transportation services for elderly and disabled citizens of Forsyth County during fiscal year 2012-2013 in the amount of \$158,784, 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, if 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 this Agreement as necessary to continue the services during the current fiscal year, subject to a pre-audit certificate thereon by the Chief Financial Officer, if 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 14th day of January 2013.

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 2012,
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 7/1/2012 - 6/30/2013, in an amount not to exceed \$158,784.00, 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 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 $\frac{1}{4}$ 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  _____ 10-29-12
Date


Secretary

(SEAL)

EXHIBIT A

THE WINSTON-SALEM TRANSIT AUTHORITY

EXPENDITURES AND REVENUES

2012-2013

BUDGET

REVENUES

\$158,784

EXPENDITURES

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

EDTAP Funding (Formula)

Supplemental

ARC Of Forsyth County	\$1,500
Forsyth County Public Health	\$0
Dialysis Centers of Winston-Salem	\$54,000
Group Homes of Forsyth, Inc.	\$0
Mt. Zion Senior Life	\$3,000
Division Services of the Blind	\$0
Senior Services	\$0
Shephard's Center of WS	\$8,934
Trans-Aid	\$41,650
Triumph, LLC	\$2,000
Enrichment Center	\$12,000
City Recreation & Parks	\$1,800
Truliant Mobile Transport	\$0
Bradford Village	\$1,200
Forsyth County DSS	\$18,800
NWPCOG/RSVP	\$0
Here 2 There Van Service	\$8,500
Goodwill Industries	\$1,000
Day Mark	\$1,200
Community Pathways	\$0
Nepat Inc.	\$3,200
SUBTOTAL	\$158,784

TOTAL

\$158,784

EXHIBIT B
THE WINSTON-SALEM TRANSIT AUTHORITY
RESTRICTIONS AND CONDITIONS
2012-2013

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 ~~program by 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.

EXHIBIT C

THE WINSTON-SALEM TRANSIT AUTHORITY

REPORTING REQUIREMENTS

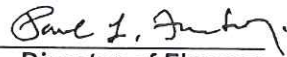
2012-2013

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.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

11/8/2012

Date


Director of Finance