

STATE OF NORTH CAROLINA

AGREEMENT FOR THE GRANT OF FUNDS

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 1st day of July, 2023, by and between Forsyth County, North Carolina (the “County”), and the City of Winston-Salem/Winston-Salem Transit Authority (the “Grantee”);

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee hereby agree as follows:

1. Services. The Grantee shall provide transportation services for elderly and disabled citizens of Forsyth County during Fiscal Year 2023-2024 in the amount of \$163,852 in accordance with the budget attached as 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 B.

2. Term. The services of the Grantee shall begin on July 1, 2023, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2024.

3. Grant. As full compensation for the Grantee’s services, the County agrees to pay the Grantee a grant in the sum of \$163,852, payable in installments. The Grantee shall send the County quarterly invoices for services rendered during the preceding 90 days, with payments scheduled as follows: Payment to the Grantee can be made in one installment upon request if grant funds have been received by the Count from the external funding sources and are available. Provided that the Grantee has provided all such Reports as required in Section 5, the County shall pay all such bills within the following 30 days provided all elements of the Agreement are satisfactorily met.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee’s acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers’ compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers’ Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee 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 Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise

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

5. Reports. In each invoice presented to the County for payment, the Grantee shall specifically list all such Services completed in the period for which payment is sought. 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. The Grantee will submit to the County a copy of its annual Elderly Disabled Transportation Assistance Program report to the State. The Grantee will submit to the County all such information required to be reported pursuant to the provisions of Exhibit A, or as required by the State of North Carolina or federal government. When the Grantee has completed its Services, but in no event later than June 30, 2024, the Grantee shall provide a complete Report containing a summary of its Services completed and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. 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. 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.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs

or liability for acts or omissions of the Grantee relating to this Agreement or services provided pursuant to it.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
Kyle W. Wolf, Budget and Management Director
201 North Chestnut Street, Winston-Salem, NC 27101
wolfkw@forsyth.cc

For the Grantee:
Pat Pate, City Manager
100 W. 5th Street, Winston-Salem, NC 27101
ppate@cityofws.org

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Grantee and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to 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 and all federal immigration laws in its hiring and contracting practices. 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 Grantee

to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years. If the Grantee experiences any material changes in its financial support or if there is any change which threatens its ability to carry out its mission or its Services set forth in Section 1, it must notify the County immediately.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager
Date: _____

ATTEST:

Ashleigh B. Matthews, Clerk to the Board

Date: _____

GRANTEE

(SEAL)

By: _____
Pat Pate, City Manager
Date: _____

EXHIBIT A

Winston-Salem Transit Authority Budget for Fiscal Year 2023-2024 Rural Operating Assistance Program

EXPENDITURES AND REVENUES

FY 2023-2024

BUDGET

REVENUES

\$163,852

EXPENDITURES

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

EDTAP FUNDING

Agencies Receiving Sub-Allocations	Amount to be Sub-Allocated
Financial Pathways of the Piedmont	\$ 2,147.00
Piedmont Dialysis	\$ 25,373.00
Monarch Behavioral Health	\$ 2,440.00
Here 2 There Van Service	\$ 19,713.00
Mt. Zion Senior Center	\$ 1,952.00
Trans-Aid	\$ 54,649.00
Forsyth County DSS	\$ 12,103.00
Shepherd's Center of Winston-Salem	\$ 21,469.00
Support System of Forsyth County Transportation	\$ 12,003.00
Shepherd's Center of Kernersville	<u>\$ 12,003.00</u>
	<u>\$163,852.00</u>

EXHIBIT B

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. RGP trips can be coordinated on vehicles with human services trips as space and destination allow.

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.