

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: MARCH 23, 2015

AGENDA ITEM NUMBER: 9

SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF WINSTON-SALEM (RECIPIENT) AND FORSYTH COUNTY, ON BEHALF OF ITS DEPARTMENT OF SOCIAL SERVICES (SUBRECIPIENT) FOR DISTRIBUTION OF FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS TO EXPAND TRANSPORTATION OPTIONS AND SERVICES FOR ELIGIBLE SENIORS AND DISABLED INDIVIDUALS (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

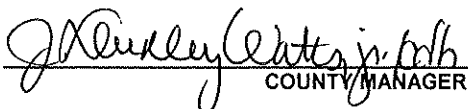
Contract Amount: \$30,440

The attached Interlocal Subrecipient Agreement sets forth the terms for the distribution of Federal Transit Administration (FTA) Section 5310 grant funds to provide expanded transportation options for eligible seniors and disabled individuals. Forsyth County Department of Social Services (FCDSS) plans to use these funds to transport clients serviced by their In-Home Services (IHS) program. FCDSS has been operating the IHS program since the early 1980's and is licensed by Department of Health Regulations Services. The purpose of the program and services offered is to maintain a customer in their own home by providing needed services. Often there is a need for assistance in light housekeeping, meal preparation, assistance with grooming, laundry, transportation to doctor's appointments, grocery shopping, and essential errands. Individuals receiving transportation often do not have access to public transportation and they need the assistance of an Aide. Transportation is provided to the customer base by six (6) Transportation Aides and by the Social Workers responsible for developing service plans as well.

CONTRACT PERIOD: February 1, 2015 – September 3, 2016

ATTACHMENTS: YES NO

SIGNATURE:


COUNTY MANAGER

DATE: March 17, 2015

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF WINSTON-SALEM (RECIPIENT) AND FORSYTH COUNTY, ON
BEHALF OF ITS DEPARTMENT OF SOCIAL SERVICES (SUBRECIPIENT) FOR
DISTRIBUTION OF FEDERAL TRANSIT ADMINISTRATION (FTA) GRANT FUNDS
TO EXPAND TRANSPORTATION OPTIONS AND SERVICES FOR
ELIGIBLE SENIORS AND DISABLED INDIVIDUALS
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and its Department of Social Services, the attached interlocal agreement between the City of Winston-Salem and Forsyth County, on behalf of its Department of Social Services, for distribution of Federal Transit Administration (FTA) grant funds, in the amount of \$30,440, 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 (Contract Control #2015-0350-00) is incorporated herein by reference.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County and its Department of Social Services, amendments to this Agreement for these services with this Provider within budgeted appropriations in the current fiscal year, 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 the City of Winston-Salem is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this 23rd day of March 2015.

NORTH CAROLINA)
)
)
 FORSYTH COUNTY) **FEDERAL TRANSIT ADMINISTRATION GRANT PROGRAM
 SECTION 5310 – ENHANCED MOBILITY OF SENIORS
 AND INDIVIDUALS WITH DISABILITIES
 INTERLOCAL SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made this ____ day of February 2015, by and between the CITY OF WINSTON-SALEM, a North Carolina municipal corporation (hereinafter referred to as "City"), and FORSYTH COUNTY, a North Carolina body politic and corporate, on behalf of its Department of Social Services, and

Pursuant to the provisions of N.C.G.S. §160A-461 et seq, the County and the City hereby enter into this interlocal subrecipient agreement to provide funding for transportation services for seniors and disabled individuals in Forsyth County and Winston-Salem.

WITNESSETH:

WHEREAS, the City may provide Federal Transit Administration Grant Funds (hereinafter "FTA Funds") to eligible Enhanced Mobility of Seniors and Individuals with Disabilities Program (hereinafter "Section 5310") subrecipients to expand the transportation mobility options available to persons with disabilities beyond the requirement of the Americans with Disabilities Act of 1990; and

WHEREAS, Subrecipient is duly organized as a division of the state for the purpose of governmental administration; and

WHEREAS, Subrecipient has requested a grant of FTA SECTION 5310 funds to be used for FFY 2014 the purpose of providing transportation services for the disabled and such grant was recommended by the Competitive Selection process described in the Winston-Salem Urban Area Human Services-Public Transportation Plan and approved by the Winston-Salem Urban Area Metropolitan Planning Organization and the Winston-Salem City Council in approval of the City's FY 2014-2015 program budget; and

NOW, THEREFORE, in consideration of the promises and the mutual promises herein set forth, the City and Subrecipient do hereby agree as follows:

1. Statement of Work and Budget

- a) The City shall make a grant of FTA funds (hereinafter referred to as "Grant") to Subrecipient in the amount of Thirty Thousand, Four Hundred, Forty, and No/100 Dollars (\$30,440) upon the terms and conditions set forth herein.
- b) Subrecipient shall expend the proceeds of said Grant in accordance with the Project Costs marked Exhibit "A" and attached hereto and incorporated herein by reference and in accordance with applicable federal, state and local laws.

- c) Subrecipient shall perform services in consideration of the receipt of said Grant in accordance with the Project Summary, Timeline, Milestones and Implementation also marked Exhibit "A" and attached hereto and incorporated herein by reference.
- d) Grant funds shall be disbursed on a periodic basis, not to exceed once a quarter, to reimburse Subrecipient for actual expenses incurred over the report period. Subrecipient shall submit a request for payment evidencing said expenses with adequate supporting documentation.
- e) The term of this Agreement shall be for a maximum of thirty-six (36) months beginning on October 1, 2013 and ending September 30, 2016. Notwithstanding the above, this Agreement shall expire upon completion of the Project contained in Exhibit "A" or disbursement of all Grant funds.

2. Administration, Records and Reports

- a) Subrecipient must maintain records necessary to document compliance with applicable provisions of federal program funding as referenced in Exhibit "B" and must comply with the policies, guidelines, and requirements of the Winston-Salem Urban Area Program Management Plan as referenced in Exhibit "C" (hereinafter referred to as "PMP").
- b) Within one (1) month following the end of each fiscal year for which this Agreement is in force, Subrecipient shall deliver to the City an annual program of projects (hereinafter "POP") report as described in the PMP. Subrecipient will provide any information which may be subsequently requested by the FTA.
- c) Subrecipient shall maintain original files and provide copies of contracts, invoices and other supporting documentation as determined appropriate upon which cost reimbursements or fund advances may be made. The retention period for records pertaining to this Agreement shall be for two years, and shall begin on the date of submission of the first annual POP following termination of this Agreement.

3. Suspension and Termination

- a) The City 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 City, but not limited to these reasons:
 - Improper use of grant funds;
 - Failure to comply with the terms and conditions of the Agreement;
 - Submission to the City of reports which are incorrect or incomplete in any material respect;
 - Uncontrollable circumstances, rendering the carrying out of this Agreement improper

or infeasible.

- b) In accordance with the provisions of 49 CFR 18.43, this Agreement may be suspended or terminated, at the sole discretion of the City, if Subrecipient materially fails to comply with any term or condition specified herein.
- c) In accordance with the provisions of 49 CFR 18.44, this Agreement may be terminated in whole or in part for convenience by the City, with or without the consent of Subrecipient.
- d) Upon the termination of this Agreement, Subrecipient shall transfer to the City any unexpended Grant funds on hand at the time of termination and any accounts receivable attributable to the use of said Grant funds.
- e) Upon the termination of this Agreement, any non-expendable personal property purchased with Grant funds in conformance with the terms and conditions of this Agreement shall remain the property of Subrecipient. Should this Agreement be terminated prior to expiration for non-conformance with the terms and conditions, such non-expendable personal property purchased with Grant funds shall become the property of the City of Winston-Salem.
- f) In addition, the City 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 City.
- g) If for any reason the payment of grant funds is suspended or terminated, the Grantee agrees to promptly remit to the City any payments previously received by the Grantee which the City deems to have been paid and received in violation of this Agreement.

4. Title VI

The Winston-Salem DOT, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§2000d-2000d-4 and 49, C.F.R. Transportation, Subtitle A Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to the Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

5. Subrecipient(s) shall comply with all applicable federal, state and local laws that may be required to carry out its respective obligations to be performed under this Agreement.

6. The Subrecipient shall operate as an independent contractor, and the City shall not be

responsible for any acts or omissions of the Subrecipient or the employees, officers or agents of the Subrecipient. The Subrecipient hereby releases and forever discharges the City, its officers, agents and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any acts or omissions of the Subrecipient. The Subrecipient shall indemnify, defend and hold harmless the City, its agents and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent or reckless acts or omissions of the Subrecipient.

7. Insurance. During the performance of the Service described herein, the Subrecipient shall:

- a) Maintain Commercial General Liability to protect the Subrecipient against any and all claims, demands expenses, costs and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent or reckless acts or omissions of the Subrecipient, and its agents or employees. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage. The minimum liability coverage required may be increased depending on the nature of the services provided.
- b) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Subrecipient in furtherance of these services. In addition, all mobile equipment used by the Subrecipient in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
- c) Maintain Workers' Compensation insurance as required by North Carolina law.
- d) Return with this Agreement, an original, signed Certificate of Insurance, evidencing such insurance, naming the City as an additional insured, excluding professional liability insurance, and stating that the coverage is primary to any other coverage the City may possess. The Subrecipient shall furnish the City immediate written notice of any changes or cancellation of the policy. The failure of the Subrecipient to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Subrecipient fail to immediately provide acceptable evidence of current insurance at any time during the Term, the City shall have the absolute right to terminate the Agreement without any further obligation to the Subrecipient, and the Subrecipient shall be liable to the City for all available remedies – in equity and at law.
- e) The Subrecipient will secure evidence of all insurance policies of its subcontractors which shall be made available to the City on demand. The Subrecipient shall require its subcontractors to name the Subrecipient and the City as additional insured parties on

the subcontractor's general and automobile liability insurance policies. The Subrecipient shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

8. The attached Exhibits, which Subrecipient agrees to comply with, are incorporated herein by reference and shall have the same force and effect as if set forth herein, and are:

- a) The Project Summary, Costs, Timeline, Milestones, and Implementation (Exhibit A, page 1-11)
- b) The Federal Fiscal Year 2014 Certifications and Assurances for Federal Transit Administration Assistance Programs and Signature Page. (Exhibit B)
- c) Winston –Salem Urban Area Program Management Plan (Exhibit C, pages 1-17)
- d) Appendix A (Exhibit D, page 1)
- e) Appendix B (Exhibit E, page 1, n/a to this Agreement)
- f) Appendix C (Exhibit F, page 1, n/a to this Agreement)
- g) E-verify Affidavit (Exhibit G)

9. Severability. If any provision of this Agreement is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Subrecipient and this Agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been including herein.

10. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior negotiations, discussions and agreement, whether written or oral, between the parties regarding same. Headings within the Agreement are for convenience only and do not define, limit or construe the contents of such sections.

11. Amendment or Modification. This Agreement cannot be amended or modified except by another written document duly signed and executed by the City and the Subrecipient.

12 Waiver. Failure or delay on the part of the City to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this Agreement is not a waiver of all or future provisions of this Agreement.

13. ADA, OSHA and Equal Opportunity. The Subrecipient shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.

14. **Suspension and Debarment;** Contractor 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 City.



15. **E-Verify Compliance:** In accordance with the Reclaim Act, Session Law 2013-418, and Article 2 of Chapter 64 of North Carolina General Statutes, Contractor must execute, either before or simultaneous with this contract, the attached E-Verify Affidavit attesting to: (i) its compliance with E-Verify or the non-applicability of the E-Verify requirements due to an employee population of less than 25 employees in North Carolina; and (ii) its subcontractors' compliance with E-Verify or the non-applicability of such due to an employee population of less than 25 in North Carolina. Said Affidavit is attached hereto and incorporated herein. A violation of this provision or the E-Verify requirements shall be just cause for the City to terminate this contract. Any contract entered into without an executed E-Verify affidavit shall be void. Said E-verify Affidavit is attached hereto and incorporated herein as Exhibit G.

Except as authorized herein, neither party has the authority to enter into contracts or agreements on behalf of the other party.

This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate under seal, the day and year first above written.

Forsyth County

BY:  
Debra Donahue, Director
Department of Social Services

ATTEST

Carla D. Holt, Clerk to the Board

BY: _____
J. Dudley Watts, Jr., Manager

Approved as to form and legality:

Date: _____

BY: _____
Assistant County Attorney

ATTEST

CITY OF WINSTON-SALEM

_____(SEAL) BY: _____
Renée L. Phillips, City Secretary Lee Garrity, City Manager

APPROVED AS TO FORM AND LEGALITY

THIS DOCUMENT HAS BEEN PRE-AUDITED IN ACCORDANCE WITH THE N.C. LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Angela Carmon, City Attorney

Lisa Saunders, Chief Financial Officer

Exhibit A

The Project Summary, Costs, Timeline, Milestones, and Implementation

Timeline: October 1, 2013 through September 30, 2016 (Term of FTA Grant Funds)

- Milestones: A quarterly report and annual report are required for grant reimbursement. On a quarterly report it is necessary to include the followings:
- Subrecipients will be responsible for submitting to the City of Winston-Salem the following information on a quarterly report by the 10th of January, April, July, and October; an annual report by 10th of October.
 - Services provided that impact availability of transportation services for seniors and individuals with disabilities as a result of projects implemented in the current reporting year. Examples include geographic coverage, service quality and/or service times.
 - Additions or changes to environmental infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, vehicles that impact availability of transportation services as a result of projects implemented in the current reporting year.
 - Actual or estimated number of rides (as measured by one-way trips) provided for seniors or individuals with disabilities as a result of projects implemented in the current reporting year including a breakdown of the disability and ethnicity of the population served.

**Section 5310 Grant
Application**

2014

**Enhanced Mobility of Seniors and Individuals with
Disabilities Program Fund
Federal Transit Administration (FTA) Section 5310**



Winston-Salem Urban Area
Metropolitan Planning
Organization
City of Winston Salem

4/11/2014

PART I – Section 5310 GRANT APPLICANT INFORMATION

Applicant Data

Legal Name: Forsyth County Department of Social Services (FCDSS)

Contact Person: Diane Wimmer, Adult Services Division Director

Address: 741 Highland Ave.

City, State, Zip: Winston Salem, NC 27101

Telephone: 336-703-3870

Fax: 336-727-8491

E-mail: wimmerds@forsyth.cc

Project Description

TITLE In Home Services Transportation

BRIEF DESCRIPTION FCDSS provides services to the elderly and persons with disabilities that choose to remain at home. Through our In Home Services Unit we have 8 FTE Social Work staff that assess the needs of individuals requesting services. As part of assessing the needs the Social Workers are able to address the needs for In Home Aides and transportation to Doctor's appointments, grocery shopping and essential errands. Of the 20 FTE In Home Aides, 6 are assigned to providing transportation and necessary assistance. Many of these individuals are unable to use public transportation and need the assistance of the Aide.

PROJECT TYPE: Capital _____ Operating ^x _____

SERVICE DAYS/HOURS

Monday - Friday 8 am - 5:00 PM. Early appointments are scheduled as needed.

ESTIMATED COST PER ONE WAY TRIP trip mileage varies (.56 per mile) (operating cost)

ESTIMATED DAILY RIDERS 18 - 20 during weekdays (weekday/weekend)

PART II - PROJECT NARRATIVE

Project Need/Goals and Objectives

1. Describe the unmet transportation need that the proposed project seeks to address and the relevant planning effort that documents the need. Does it cover an area targeted by the Coordination Plan? Describe how the project will mitigate the transportation need. Estimate the number of people served and/or the number of service units that will be provided. Describe the specific community this project will serve, and provide pertinent demographic data and/or maps.

DSS Adult Division provides In Home Services (IHS) to older adults (60+) and adults with disabilities. Our IHS unit has 8 Social Workers that assess individuals requesting assistance so they may remain in their homes safely. Often an individual has a need for assistance in the light housekeeping, meal preparation, assistance with grooming, laundry and transportation to doctor's appointments, grocery shopping, and essential errands. Individuals receiving transportation often do not have access to public transportation and they need someone to assist. Our In Home Aide Program (IHAP) provides services to any eligible individual that resides in Forsyth County, at no cost. There are 20 In Home Aides, 6 of those are assigned to transportation. Based on the individuals' transportation needs, each can serve 3-4 individuals per day, approximately 90 per week. Service and frequency are based on need. Social Workers will assist by providing the transportation when an aide is not available. The IHA program serves an average of 170 individuals per month. FY 2012-2013 (July - June) Transportation Aides traveled an average of 5,928 miles per month with an annual amount of 71,582 which represents round trips with multi stops i.e. Dr's, pharmacy etc. For current FY 2013- Mar 2014 they have traveled 49,287 miles.

2. What are the project's goals and objectives?

Our mission is to ensure that older adults and adults with disabilities residing in Forsyth County receive quality assistance and services, to help them gain a more meaningful and independent life, when possible, and to provide these services in the most timely and efficient way.

Providing transportation and assistance to those in need enables individuals served to remain independent. It has been proven through research and personal testimonies that individuals choose to live in their own homes and not in an institutional setting as long as they are able. Remaining at home is also more cost effective and saves state and federal dollars.

Implementation Plan

1. Describe key personnel assigned to this project, and your agency's ability to manage the project.

Adult Services, Division Director
 In Home Services Supervisor
 In Home Aide Program Manager
 In Home Aide Supervisors (2)
 Business Office

Forsyth County DSS provides an array of services with an annual operating budget of \$ 53 million. The Adult Division manages various programs with 2 specifically funded in part by grants i.e.. In Home Aide Program and EDTAP.

2. Provide an operational plan for delivering service. Include route or service area map, if applicable OR provide an implementation plan for completing a capital project, including key milestones and estimated completion date.

Individuals that receive In Home Aide services are assessed by our In Home Services Unit Social Workers. Services are developed with the customer and is based on their need. Often they do not have access to public transportation nor do they have any family or informal supports to provide the necessary assistance.

Once a service plan is developed it will include the types of services to be provided as well as frequency. The plan is monitored by the Social Worker and the IHA Supervisors to ensure quality service.

There is not a specific route as our program covers any eligible adult residing in Forsyth County.

3. Explain how this project relates to other services or facilities provided by your agency or firm and demonstrate how it can be achieved within your technical capacity.

The In Home Aide Program is a licensed service and DSS is fortunate that all 23 staff associated with the program are employed by the county. We are able to cover vacancies or temporary absences without interruption to services. There is no duplication of other services provided by DSS.

Program Effectiveness and Performance Indicators

1. Project application should demonstrate that the proposed project is the most appropriate match of service delivery to the need. Identify performance measures to track the effectiveness of the service in meeting the identified goals. For capital-related projects, project sponsor is responsible to establish milestones and report on the status of project delivery.

100% of eligible customers open for Home Management and Transportation will remain in a safe environment.

100% of eligible customers will have access to transportation to ensure continuity in their medical care.

100% of eligible customers will have choice regarding their participation in grocery shopping and running necessary errands.

100% of eligible customers will receive timely services.

2. Describe a plan for monitoring and evaluation of the service, and steps to be taken if original goals are not achieved.

Social Workers assess needs, develop a service plan along with the customer, and an initial meeting is held with all those involved with service delivery to review the plan of action. Social Workers are available 5 days per week and conduct phone follow up and home visits should any problem arise. Social Workers are required to conduct quarterly and annual assessments so that adjustments to services can be made if necessary. The In Home Aide Supervisor also monitors the Aide's performance and conducts interviews in the home as well as by phone. Each time an Aide provides a service there is a task sheet that they must review with the customer each day and it requires the customer's signature to demonstrate that they are in agreement with the service provided.

Project Budget

1. Project sponsor should provide a complete budget indicating project revenues and expenditures in the format provided in Part III and describe efforts to ensure its cost-effectiveness.

Transportation is provided to this customer base by 6 Transportation Aides and occasionally by the 8 Social Workers responsibility for developing service plans as well. The total combined miles provided to these customers during the first 9 months of FY2013-2014 was 51,007. This is an annualized 68,009 miles of transportation provided to 170 individuals or 400 miles of transportation per customer per year. At the IRS mileage rate for business of 56 cents/mile, the total projected transportation expense for the year is \$38,085. The annual average transportation cost per customer is \$224.00 or \$19.00 per month. This is less than the cost of an unlimited 30-day bus pass at \$30.00 per month.

Revenues are expected to be supported by these 5310 Grant Funds and existing County Funds.

Coordination and Program Outreach

1. Describe how the project will be coordinated with public and/or private transportation and social service agencies serving seniors and individuals with disabilities.

This grant is being proposed by a Social Service Agency and we strive for collaboration and partnership with all area services including public/private transportation, when appropriate. Any of our customers receiving Medicaid are eligible for medically necessary transportation. The transportation we provide is not a duplication and Medicaid is billed when appropriate.

2. Describe efforts to market the project, and ways to promote public awareness of the program. Letters of support should be obtained from key stakeholders and attached to the grant application.

In Home Aide Services are a result of the Older Americans Act. DSS along the other county, state and federal programs continually provide information about covered services through Information and Referral services, community outreach, publications and county website.

The Division Director also serves as Chair of the Forsyth County Aging Services Planning Committee which provides even a further opportunity to promote awareness of our services.

Innovation

1. Describe any proposed use of innovative approaches that will be employed for this project. Discuss what is innovative about the approach and how the innovations could be applied to other services in the region.

The innovative part of our In Home Aide Program is that the staff are part of the division and we do not have to deal with contract providers. This affords continuity in service and develops a strong relationship with the customer. The Social Workers also play a significant part and anyone receiving services can be sure there is someone to call if they need help or have concerns. Every customer receiving services has an assigned Social Worker who is responsible for assessing the needs, collaborating or authorizing needed services and monitor service delivery. In addition we also have the In Home Aide management staff who provide oversight.

PART III – PROPOSED PROJECT BUDGET

Project Funding

Local matching funds will be required for all application submittals. For projects requiring operating funds, the required match is 50%+ from non-federal transportation funds. For capital projects the required match is 20%+ from non-federal transportation funds.

Capital Project	Dollar Amount	Percentage
Total Annual Project Budget		
Federal Share		
Local Match		

Operating Project	Dollar Amount	Percentage
Total Annual Project Budget	\$38,050	100%
Federal Share	\$19,000	50%
Local Match	\$19,085	50%

Local Match Funding Source County Funds

Note: The applicant is required to demonstrate a commitment to providing local match funds. This can be in the form of a letter and/or a copy of an existing grant agreement or supporting documentation where funds will be drawn from.

Will there be a commitment of funds beyond the grant period? Yes No

Describe (attach detail proposal to application):

Forsyth County DSS has been operating the In Home Service Program since the early 80's and is licensed by Department of Health Regulation Services. The purpose of the program and services offered is to maintain a customer in their own home by providing needed services. Often there is a need for assistance in the light housekeeping, meal preparation, assistance with grooming, laundry and transportation to doctor's appointments, grocery shopping, and essential errands. Individuals receiving transportation often do not have access to public transportation and they need the Aide to assist.

Section 5310 FY2014-2015 Application

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A. Tab Williams, Jr.

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Phillip R. S. Waugh, Jr.

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Richard Gottlieb



SENIOR SERVICES
Helping Our Elderly Live With Dignity

May 14, 2014

To Whom It May Concern:

It is my pleasure to write a letter in support of the 5310 proposal being submitted by the Forsyth County Department of Social Services' (DSS) In-Home Aide Program.

Senior Services collaborates with DSS on many projects and through many services to older adults in Forsyth County, NC. We are acutely aware of the unmet need and challenges regarding transportation and funding. As we understand it, the grant monies being applied for will help offset transportation costs for the Forsyth County DSS In Home Aide Program. Transportation of the elderly to doctor's appointments, pharmacy, grocery shopping and necessary errands are vital to the homebound senior population.

In conclusion, we fully support the efforts of DSS as they seek funding to support a service for seniors in need in Forsyth County.

Sincerely,

Richard Gottlieb
President and CEO

Victoria Poore
3909 Gracemont Drive
Winston Salem, NC 27106

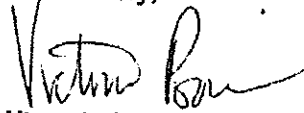
May 9, 2014

To Whom It May Concern:

I am writing in support of Forsyth County Department of Social Services' (FCDSS) application for FTA 5310 grant funding for transportation. FCDSS plans to use these funds to transport clients served by their In-Home Services (IHS) program. Transportation is provided to doctors' appointments, grocery shopping and essential errands, enabling the older and disabled adults they serve to remain independent.

I have been involved with Forsyth in Motion, the transportation sub-committee of the Forsyth Aging Services Planning Committee, for nearly five years and the chairperson for the last few months. During this time, a representative of DSS has actively participated in the committee and its endeavor to increase transportation for older adults and persons with disabilities. Funds provided by FTA 5310 will make it possible for the IHS program to meet more of the transportation needs of this underserved population.

Yours Truly,



Victoria A. Poore
Chairperson
Forsyth In Motion

Exhibit B

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: Forsyth County

The Applicant agrees to comply with applicable provisions of Groups 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<u>Group</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21.	_____
12.	State of Good Repair Program.	_____
13.	Fixed Guideway Modernization Grant Program.	_____
14.	Bus and Bus Facilities Formula Grants Program and Bus and Bus Related Equipment and Facilities Grant Program (Discretionary).	_____
15.	Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.	_____
16.	Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.	<u>X</u>
17.	Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.	_____
18.	Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).	_____
19.	Low or No Emission/Clean Fuels Grant Programs.	_____
20.	Paul S. Sarbanes Transit in Parks Program.	_____
21.	State Safety Oversight Program.	_____
22.	Public Transportation Emergency Relief Program.	_____
23.	Expedited Project Delivery Pilot Program.	_____
24.	Infrastructure Finance Programs.	_____

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: Forsyth County

Name and Relationship of the Authorized Representative: J. Dudley Watts, Jr., Manager

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Forsyth County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or Projects.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

Exhibit C

PROGRAM MANAGEMENT PLAN (PMP)

FOR THE

WINSTON-SALEM URBAN AREA

REGARDING

SECTION 5310
Enhanced Mobility of Seniors and Individuals with
Disabilities

FEDERAL TRANSIT PROGRAMS

PREPARED BY

THE CITY OF WINSTON-SALEM
DESIGNATED RECIPIENT

IN COORDINATION WITH

WINSTON-SALEM URBAN AREA
METROPOLITAN PLANNING ORGANIZATION (MPO)

March 2014

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Changes and Requirements under MAP-21

On July 6, 2012, President Obama signed into law a new two-year Surface Transportation Authorization Act, entitled Moving Ahead for Progress in Twenty-First Century (MAP-21). This authorization repealed the Job Access Reverse Commute (JARC) Program (Section 5316) and the New Freedom Program (Section 5317). Section 5310, formerly the Elderly Individuals and Individuals with Disabilities Program, was modified and renamed the Enhanced Mobility of Seniors and Individuals Program. While guidelines the dedicated funding sources were eliminated, projects that follow New Freedom program guidelines are eligible for funds under the new Section 5310 program. And JARC projects may be eligible for funds under Section 5307 (Urbanized Area Formula Grants) or 5311 (Formula Grants for Rural Areas). Under SAFETEA-LU, Section 5310 was administered by each State, with the passage of MAP-21, States will still administer the program and funds for rural areas and small urbanized areas, but large urbanized areas with populations greater than 200,000 may identify a designated recipient to receive program funds and to administer the program. The City of Winston Salem, which was the designated recipient for JARC and New Freedom funds, has been selected as the designated recipient for Section 5310 funds. This Program Management Plan (PMP) is one of requirements for receiving Section 5310 fund outlined by the FTA.

Background and Overview

In accordance with the Federal Transit Administration's Circular 9070.1G, revised under the Moving Ahead for Progress in the 21st Century Act (MAP-21), this Program Management Plan (PMP) documents and describes the methods or processes used by the City of Winston-Salem; the designated recipient of the Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) fund to solicit, select, award and administer Section 5310 fund. The fund come from the Federal Transit Administration and is awarded through the City of Winston-Salem to qualified public and private transportation service providers in the Winston-Salem Urban Area Metropolitan Planning Organization's (MPO) urbanized area for the purpose of meeting unmet public transportation and human service needs of residents. This plan serves as a guide to the annual project selection and monitoring process. A copy of this plan will be filed in electronic format with FTA (Region 4) office and the North Carolina Public Transportation Division.

The Winston-Salem Urban Area MPO currently heads the development and coordination of the region's public and human service transportation initiatives, as required by the MAP-21, to improve or enhance transportation services for residents who may be low income dwellers, handicapped, seniors, children or transit-dependent through a better coordinated transportation plan. The MPO began a public involvement process including elected and appointed officials, human services agencies and transportation users and providers to develop the Winston-Salem Urban Area Public Transportation-Human Services Coordinated Plan (PT-HSCP) during the summer of 2007. A technical subcommittee guided the plan through a public workshop on November 1, 2007, where stakeholders and citizens used the United We Ride community assessment tool and developed community goals, priorities and strategies for coordinating human services and

public transportation. The MPO revised the PT-HSCP on March 2010, after a thirty day public comment period. The PT-HSCP is available on the City's website at www.cityofws.org/Home/Departments/Transportation/Planning/Articles/TransitPlanning. The MPO is the planning and administrative entity that will be responsible for the overall administration of Section 5310 program.

Program Purpose and Goals

The primary goal of the Program Management Plan is to increase personal mobility and transportation options for those with special needs and to enhance access to transit service through the coordination of existing and future services.

FTA has defined the goal of the 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, in the Circular FTA C 9070.1G: "to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available." Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

The 5310 program will be administered to implement the goals and strategic objectives found in the Winston-Salem Urban Area MPO Public Transportation-Human Services Coordinated Plan.

Roles and Responsibilities

The designated recipient of Section 5310 fund in urbanized areas over 200,000 in population has the principal authority and responsibility for administering these programs. The designated recipient must be officially designated through a process consistent with 49 U.S.C. 5302(4): The City of Winston-Salem is the designated recipient of Section 5310 grant on behalf of the Winston-Salem Urban Area Metropolitan Planning Organization (MPO). On annual bases, the MPO will solicit, receive and select proposals for funding in Winston-Salem Urban Area from private and public transportation providers.

The designated recipient's responsibilities:

- Notify eligible local entities of funding availability
- Develop selection criteria and evaluation process
- Determine applicant eligibility
- Select projects for funding
- Ensure that all subrecipients comply with Federal requirements
- Amend the Metropolitan Transportation Improvement Program (MTIP) and the State Transportation Improvement Program (STIP) to include selected projects

The eligible subrecipient's responsibilities:

- Ensure that the proposed project meets the needs of the locally developed, coordinated public transit-human service transportation plan.
- Apply directly to the designated recipient for assistance under these programs

- through the competitive selection process
- Provide required documentation related to federal rules and details of local match funds
- Implement a Disadvantage Business Enterprise Program in accordance with 49 CFR part 26

Technical Subcommittee

The Winston-Salem Urban Area MPO draws upon a technical subcommittee and community stakeholders task force to assist in the development of a variety of materials, including the development and update of the *Public Transportation- Human Services Coordinated Plan* (PT-HSCP) and project evaluation criteria. The subcommittee represents a wide variety of special needs transportation interests, and is comprised of the following types of agencies:

- Human service transportation providers
- MPO Technical Coordinating Committee staff
- County departments of community services
 - Transit agencies
 - Department of Social and Health Services

Coordination

Section 5310 funding must be implemented effectively and efficiently. One way to provide quality service under these constraints is to coordinate agencies and projects. To exhibit coordination of services, potential applicants should identify any inter-agency and/or service coordination efforts or financial partnerships as part of the application and competitive selection process. The MPO Lead Planning Agency will coordinate the planning and implementation of the grant program with the Technical Coordinating Committee (TCC) and the Transportation Advisory Committee (TAC) on all transportation planning and service within the Winston-Salem Urban Area MPO. Likewise, services related to this program will be coordinated with both public and private providers including taxicabs, retirement communities, Meals-on-Wheels, and other community transportation services; public providers such as Winston-Salem Transit Authority (WSTA), Piedmont Authority for Regional Transportation (PART), human service agencies.

Eligible Subrecipients

Section 5310 is a formula grant program for member jurisdictions in the Winston-Salem Urban Area MPO. Only transportation-related programs that fall within the MPO Planning Area qualify for funding. There are four categories of eligible sub-recipients of Section 5310 fund:

- Private non-profit organizations. A non-profit organization is a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency or urbanized area designated recipient has

- received documentation certifying the status of the non-profit organization;
- Private for profit organizations;
 - State or local governmental authority; and
 - Operators of public transportation services, including private operators of public transportation services

Local Share and Local Funding Requirements

According to the FTA, Section 5310 fund may be used to finance capital, operating, and administration costs. The Federal share of eligible capital costs may not exceed 80 percent (80/20 match) of the net capital cost of the activity. The Federal share of the eligible operating costs may not exceed 50 percent (50/50 match) of the net operating costs of the activity. The FTA covers 100 percent of administration costs. **All of the local share must be provided from sources other than FTA program funds.** Matching share requirements are flexible to encourage coordination with other federal programs that may provide transportation, such as Health and Human Service or Medicaid. Some examples of sources of local match which may be used for any or the entire local shares include:

- State or local appropriations;
- Other non-DOT Federal funds eligible to be expended for transportation
- Private donations;
- Revenue from human service contracts;
- Net income generated from advertising and concessions.
- Non-cash share such as donations, volunteered services, or in-kind contributions is eligible toward the local match as long as the value of each is documented and supported, AND is a cost that would otherwise be eligible under the program.
- Income from contracts to provide human service transportation.

Examples of types of programs that are potential sources of local match for Section 5310 include:

- | | | |
|-----------------------|-----------------------------|----------------------------|
| • employment training | • community services | • Temporary Assistance for |
| • aging | • vocational/rehabilitation | Needy Families (TANF) |
| • medical | services | |

To be eligible for local match for FTA funds, the other Federal funds must be used for activities included in the total net project costs of the FTA grant. Expenditure of other Federal funds for transportation outside of the scope of the project cannot be applied as a credit for local match in the FTA grant. Specific program information for other types of Federal funding is available at www.unitedweride.gov.

Exceptions to Local Match Requirements for Section 5310

The Federal share may exceed 80 percent for certain projects related to the Americans with Disabilities Act (ADA) and Clean Air Act (CAA) compliance as followings:

- a) The Federal share is 85 percent for the acquisition of vehicles for purposes of complying with or maintaining compliance with ADA, 42 U.S.C. 12101 et seq or CAA. A revenue vehicle that complies with 49 CFT part 38 may be funded at 85 percent from Federal.
- b) The Federal covers 90 percent of project costs for acquiring vehicle-related equipment or facilities for purposes of complying or maintaining compliance with the CAA, 42 U.S.C. 7401 et seq.

Annual Program of Projects Development and Selection Process Title 49 U.S. C. 5310 amended by MAP-21, requires that projects receiving funding under Section 5310 program must be “derived from a locally developed, coordinated public transit - human service transportation plan”; and the plan should be developed and approved through a participation of seniors, individuals of disabilities, and other public and private transportation providers. Rather than developing specific strategies, services, or projects for funding, the Winston-Salem Urban Area MPO PT-HSC Plan identifies six top priority needs to be addressed. This allows applicants the flexibility to propose strategies for addressing these needs, and puts the MPO in the position of evaluating competing proposals, as required under the federal guidance.

The Project Selection process will be conducted annually, as when Section 5310 grant fund becomes available. The solicitation of projects will be announced as early in each calendar year as is feasible to provide applicants with ample time to develop complete proposals. The solicitation announcement will follow the FTA announcement of the Section 5310 allocation.

All applicants will be required to submit a completed application (See Appendix 9 of the PT-HSCP). The criteria recommended for use in evaluation of competing applications are listed in the box at right. The intent is that the selected projects each year will enable all the stakeholders to cooperatively move toward a coordinated system. This will better serve the needs of customers, particularly those who have traditionally been transportation-disadvantaged. The MPO will review and make updates to the PT-HSCP as it deems necessary.

All applications must meet the following:

1. The proposed project must be a non-duplicative service or program.
2. Eligible matching funds must be identified and available.
3. The proposed project should provide a new or expanded service or program.
4. The primary focus of the proposed service or program must serve the target populations (i.e., persons with disabilities eligible for Section 5310 fund).
5. The project must benefit the Winston-Salem urbanized area.

Eligible applications will then be evaluated on the following criteria:

1. *Project Needs/Goals & Objectives (25%)*
 - Fit with high-priority needs identified in the Coordinated Plan
2. *Quality of the implementation plan (25%)*
3. *Program Effectiveness and Performance Indicators (20%)*
 - Quality of the indicators and evaluation of matching delivery of services to need
 - Efficiency (estimated cost per new customer)
4. *Project Budget (15%)*
 - Financial sustainability beyond grant period
5. *Coordination and Outreach (10%)*
 - Effectiveness of proposed partnerships
 - Strength of stakeholder support
 - Quality of marketing/outreach plan
 - Geographic range of project benefits
6. *Innovation (5%)*
 - Applicability of innovative ideas

Project Selection Process and Method of Distributing Funds

- Project funds will be awarded through a competitive selection process. The process will begin each year with a call for projects and applicant workshop prior to the receipt of applications by the Winston-Salem Urban Area MPO staff. Applications will then be forwarded to the Transit Subcommittee of the Greensboro MPO's Technical Coordinating Committee (TCC). The Greensboro MPO Transit Subcommittee will review and score all applications and make recommendations based on the responsiveness of individual applications. Representatives of this subcommittee are familiar with local human service agencies, the target population documented in the PT-HSC Plan, and the transportation issues affecting this population. After scoring the proposals, the Greensboro Transit Subcommittee will recommend projects for funding to the Winston-Salem Urban Area MPO TCC. The Winston-Salem Urban Area MPO TCC will review the projects and recommend funding to the Winston-Salem Urban Area MPO Transportation Advisory Committee (TAC). The TAC will have the final vote on the selection and funding of the recommended projects. The list of approved projects will then be submitted to the FTA for funding. Any revisions to the Section 5310 allocation by FTA will be constitute a revision to the subrecipient grant award proportional to the original award and will require a MTIP modification. The recommended top tier transportation priority needs currently identified by the MPO in the PT-HSC Plan are listed below:
 - Establish more accessible vehicles
 - Expand public transportation services
 - Improve access to jobs
 - Provide volunteer assistance
 - Enhance communication and advocacy
 - Marketing

Project Selection Criteria /Application and Scoring

Pursuant to the Section 5310 program, the MPO Lead Planning Agency shall conduct a competitive selection process for projects seeking FTA- 5310 fund apportioned to the Winston-Salem Urban Area MPO. This competition will occur annually, beginning with the distribution of Federal Fiscal Year 2013 funds. Projects will compete based on scoring of the application based on the following criteria:

1. Project Needs/Goals and Objectives (25 points): The project should directly address priority transportation needs identified through the Winston-Salem MPO's locally developed Public Transportation - Human Services Coordination Plan. The project application should clearly state the overall program goals and objectives, and demonstrate how the project is consistent with the objectives of Section 5310 program. The project application should indicate the number of persons expected to be served, and the number of trips (or other units of service) expected to be provided.

2. Implementation Plan (25 points): For all projects, applicants must provide a well-defined service operations plan and/or capital procurement plan, and describe implementation steps and timelines for carrying out the plan. The implementation plan

should identify key personnel assigned to this project and their qualifications. Project sponsors should demonstrate their institutional capability to carry out the service delivery aspect of the project as described.

3. Program Effectiveness and Performance Indicators (20 points): The application must demonstrate that the proposed project is the most appropriate match of service delivery to the need, and is a cost-effective approach. The application must also identify clear, measurable outcome-based performance measures to track the effectiveness of the service in meeting the identified goals. A plan should be provided for ongoing monitoring and evaluation of the service, and steps to be taken if original goals are not achieved. The project should describe the methodology to measure the effectiveness and magnitude of the impact that the project will have on target markets (i.e., persons with disabilities or the elderly for Section 5310 fund).

4. Project Budget (15 points): Applicants must submit a clearly defined project budget, indicating anticipated project expenditures and revenues, including documentation of matching funds. Proposals should address long-term efforts to identify potential funding sources for sustaining the service beyond the grant period.

5. Coordination and Program Outreach (10 points): Proposed projects will be evaluated based on their ability to coordinate with other public transportation, community transportation and/or social service resources. An application should clearly identify project stakeholders, and how stakeholders will be kept involved and informed throughout the project. An application should also describe how public awareness of the project will be promoted. Letters of support from key stakeholders and/or customers should be attached to the grant application.

6. Innovation (5 points): The project will be examined to see if it contains new or innovative service concepts or facilities that have the potential for improving access and mobility for the target populations and for future application elsewhere in the region.

Administration, Planning and Technical Assistance

The City of Winston-Salem as the designated recipient of Section 5310 funding may utilize up to 10% of each yearly apportionment to support program administrative costs including administration, planning, and technical assistance. This activity may be funded entirely by federal funds and does not require a local match. The City may make use of the remaining funds from the 10% cap to offset costs related to the ongoing administration of Section 5310 program in the region including overhead and staff salaries associated with support of the competitive selection and application process, project approval and grant management activities, and updates to the Public Transportation-Human Services Coordination Plan.

The City of Winston-Salem will provide or arrange for any technical assistance a subrecipient may need. City staff is available by telephone, e-mail or personal consultation to provide technical assistance throughout the program process including project solicitation, group workshops to assist prospective applicants with the grant

application, and working with the selected subrecipients through the necessary steps in order to obtain the grant award. City staff develops the Public Transportation-Human Services Coordination Plan, manages logistical activities associated with public involvement, database development and grant administration and administers the competitive selection process. City staff will manage the Program of Projects and provide oversight to the selected projects, per FTA guidelines.

In addition, City staff provides ongoing technical assistance to agencies which provide transportation to the target populations. This assistance includes, but is not limited to: the sharing of best practices, facilitation of and participation in meetings among agencies, and assistance in grant applications to secure additional local, state, federal and private funds. The City also provides assistance with GIS and mapping available to transit agencies and human services transportation providers on an as requested basis. The City of Winston-Salem Department of Transportation website is a repository for information and documents related to the Section 5310 program and to the coordinated planning process and will continue to be used to disseminate information about the programs and local coordination activities. The MPO will work to promote implementation of the coordinated plan.

Transfer of Funds

Subrecipients of Section 5310 have no authority to transfer Section 5310 funding to third parties. If one or more subrecipients cannot perform or will not perform the service they specified on the Section 5310 application, the MPO has a right to either reallocate the fund amount to other performing subrecipients or the City of Winston Salem Department of Transportation (DOT) can select new subrecipient(s) through another competitive process.

Private Sector Participation

To the extent possible, the Winston-Salem Urban Area MPO would provide equal and adequate access for all public and private transportation and human service providers in the Winston-Salem Urban Area to enable them apply for the grant, and if qualified, receive funding from the program.

Civil Rights

The City of Winston-Salem and its subrecipients will certify compliance with the requirement of Title VI, Equal Employment Opportunity, (EEO), and Disadvantaged Business Enterprise (DBE) laws and regulations. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color and national origin for programs and activities receiving Federal financial assistance. Six Federal laws enacted between 1964 and 1991 comprise the Federal Equal Employment Opportunity (EEO) program, which prohibit job discrimination based on race, color, religion, sex, national origin, age, disabilities and provide for monetary damages in cases of intentional employment discrimination.

Under MAP-21 the U.S. Department of Transportation's Disadvantaged Business Enterprise (DBE) program is intended to ensure nondiscrimination in the award and administration of DOT-assisted contracts and subagreements. The City of Winston-Salem, as a recipient of FTA funds, has implemented and will require its subrecipients to have implemented a DBE Program in accordance with 49 C.F.R part 26. As such, The City of Winston-Salem and its subrecipients shall never exclude any person from participating in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by the City of Winston-Salem's DBE program on the basis of race, color, sex or national origin.

Section 504 and ADA Reporting

The City of Winston-Salem and its subrecipients will certify compliance with applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

- (1) Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.
- (2) The Americans with Disabilities Act of 1990 (ADA), as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
- (3) U.S. DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38, and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities "standing in the shoes" of a public entity as a subrecipient or under contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems. In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

The City of Winston Salem notifies each subrecipient at the time of the grant award that the City of Winston-Salem Human Relations Department may be contacted by anyone alleging discrimination in service or employment, including Section 504 and ADA. The City will require demographic information, including disability status of riders, in the required quarterly project reports. A process will be developed to solicit any complaints based on perceived discrimination based on disability status. Subrecipients will be asked to report all project implementation measures with both a disability and an ethnic breakdown of the population served.

Winston-Salem Urban Area Metropolitan Planning Organization
Section 5310 Program Management Plan

Subrecipient Financial Management

The City of Winston-Salem will develop and execute grant agreements for any subrecipients selected for funding under the programs. The City will execute the agreements after the FTA funds are secured.

All grant agreements for capital projects detail the purchase of service or equipment approved for purchase and its intended use. Agreements for purchase of service or operations assistance outline the type of service provided by the subrecipient, the time period covered by the agreement, and the service area. All funding for expenses incurred under both programs is provided on a reimbursement basis. The City will reimburse the subrecipient with the federal funds based on the proportions identified in the grant agreement. Subrecipients must invoice/bill or request reimbursement and will retain the original receipts for all eligible project expenditures. In the case of equipment purchases, subrecipients must attach copies of vendor invoices to reimbursement requests. Subrecipients receiving capital purchase of service or operations assistance must submit copies of vendor invoices and retain copies in their offices for verification of expenses during site visits from the City. Also, grant funding and expenditures shall be identified by federal grant number, grant program and subrecipient grant number.

Donations, volunteered services, or "In-kind" contributions is eligible to be counted toward the local match as long as the value of each is documented and supported, represents a capital cost which would otherwise be eligible under the program, and is included in the net project costs in the project budget. Subrecipients who wish to use in-kind for matching purposes must submit a request to the City that details the type of service received and how the value of the service was determined. Sales and use taxes (excluding the local transit portion of sales tax) charged to the subrecipient for vehicles are eligible for reimbursement. The City shall also maintain spreadsheets for each subrecipient. These spreadsheets will track project expenditures, amounts charged to each funding source, local matching sources, and project budgets. Additional spreadsheets may be prepared which summarize the total expenditures on each grant.

Audits

The City of Winston-Salem shall conduct a single audit consistent with the City's audit policies and procedures. Subrecipients who are private non-profit organizations, or private for-profit firms are required to obtain audits of their expenditures and operations annually by an independent audit firm if their agency has expended in excess of \$50,000 in the Federal fiscal year. The audit firm is instructed by the subrecipient to send a copy of the report to the City of Winston-Salem the year after they incur grant-related expenditures. NCDOT's Audit Office shall review the audit reports for compliance with *OMB Circular A-110, A-122, and A-133*. Any questions raised by the Audit Office must be resolved by the subrecipient and the audit firm preparing the audit report. In cases of

gross mismanagement, fraud or non-performance of the project, the City of Winston-Salem would cut off funds and pursue legal remedies when possible. In some cases assets acquired with funds from the grant may be taken away or transferred to other agencies to ensure that public funds are not wasted but put to proper use.

Close Out

For internal financial reasons, the City of Winston-Salem closes projects several months after reimbursing the subrecipient for the last of its eligible expenditures. The process is one of the following:

- Verification by the City of Winston-Salem with the subrecipient's representative that all project expenditures have been incurred and reimbursed, or
- All funding available in the subrecipient agreement has been reimbursed, or
- The project has come to the end of its 2-year term

Capital assistance for equipment have a term equivalent to the useful life of the equipment purchased, which may be up to twelve years after acceptance of the equipment. The Winston-Salem Urban Area MPO may amend or terminate capital assistance agreements when project equipment is transferred between subrecipients before its useful life has been reached. Operating assistance agreements have a term of 24 months and are not extended or closed prior to the end date of the agreement.

Program Management

The City of Winston-Salem will enter into a written agreement with each subrecipient funded under the Section 5310 program stating the terms and conditions of assistance by which the project will be undertaken and completed. The City of Winston-Salem will monitor all local projects to ensure that subrecipients have met or will meet all Federal requirements consistent with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18 (the "common rule" or "common grant rule"), and "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations," 49 CFR part 19. The City of Winston-Salem will ensure compliance with requirements of the State of North Carolina consistent with those that apply to the Section 5307 Urbanized Area Formula and the 5310 programs.

In the case that a subrecipient is unable to enter into a written agreement with the City of Winston-Salem to provide the transportation services approved during the competitive selection process, the City of Winston-Salem will confer with Section 5310 subrecipients that have entered into written agreements to determine their capacity to provide additional services. Reallocation of the grant funds will be distributed proportionally based on the percentage of the original awarded grant amount to the total available grant funds to the current subrecipients who demonstrate the ability to provide additional transportation services.

The City of Winston-Salem will monitor subrecipient compliance with Federal requirements through a number of methods, including review of quarterly and annual reports and review of invoices remitted for payment of operating and/or capital costs. The City of Winston-Salem shall require that subrecipients recommended for federal funding submit all project appropriate FTA certifications and assurances prior to contract execution and annually thereafter. These include, but are not limited to:

- Standard Assurances
- Nondiscrimination Assurances
- Private Mass Transportation Companies
- Assurance of Nondiscrimination on the Basis of Disability

Additionally the Winston-Salem Urban Area MPO will establish the following annual process for managing the program:

- Establish timeline and procedure for announcing, selecting, disbursing funds and monitoring of programs.
- Establish procedure for developing updates and maintaining local standards for compliance with the program.
- Establish internal guidelines for making determinations of compliance with the program and contract administration.
- Conduct end-of-program assessment to assure that all goals were met and also the program complied with all requirements of the guidelines established.
- Provide avenue for further review, updates or amendments to the local program requirement.

Procurement

Procedures used by subrecipients to purchase eligible items with Section 5310 grant fund must ensure competitive procurement and conformity to applicable federal law, including 49 CFR Part 18 and 19. Subrecipients must perform in accordance with terms, conditions, and specifications of their contracts or purchase orders. The City of Winston-Salem will ensure that every subgrant includes any clauses required by Federal or state statute and executive orders and their implementing regulations.

Pre-award and Post-delivery Reviews

Subrecipients that purchase rolling stock for use in revenue service must conduct a pre-award and post-delivery review to assure compliance with bid specifications, Buy America requirements, and Federal motor vehicle safety requirements. Only purchases of more than 10 vehicles, other than unmodified vans or sedans, require in-plant inspection. The City of Winston-Salem will obtain the certifications from subrecipients through the subrecipient agreement. The City of Winston-Salem will prepare a checklist for its subrecipients to use in complying with FTA's pre-award audit requirements. The checklist will address "Buy America;" Federal Motor Vehicle Safety Standards; Bus Testing, and the subrecipient's own specifications. Subrecipients are required to verify certified information by use of the checklist during the visit at the manufacturer's factory. The City of Winston-Salem will prepare a checklist (Visual Inspection Form and Road Test Form) for the subrecipient's use in the post-delivery inspection of the vehicle(s). A

copy of the completed checklist is required when the subrecipient submits their request for reimbursement.

New Model Bus Testing

New and modified bus models must be tested at the FTA-sponsored test facility in Altoona, Pennsylvania. Purchasers of new model buses should ensure that the manufacturer has complied with the testing requirement by requesting a copy of the bus testing report from the Altoona Bus Research and Testing Center, 2237 Old Route 220 North, Duncansville, PA 16635. The center's phone number is 814-695-3404, and bus testing reports may also be downloaded from the Bus Testing Database at www.altoonabustest.com. The City of Winston-Salem will obtain certifications from subrecipients that purchase new model buses that the subrecipient has obtained a copy of the official bus testing report.

Buy America

FTA may not obligate funds for a grantee project unless all steel, iron, and manufactured products are produced in the United States, unless the product is subject to a general waiver, or a waiver has been granted. Buy America requirements apply only if the purchase exceeds the threshold for small purchases, currently \$100,000. For purchases over this threshold, The City of Winston-Salem will review during site visits invitations for bids to determine if Buy America provisions are included, and examine bid responses and executed contracts to determine if properly executed Buy America certifications have been obtained.

Disadvantaged Business Enterprise

The City of Winston-Salem must ensure that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, do not discriminate against DBEs and has complied with the requirements of 49 CFR part 26.

Debarment and Suspension

To prevent fraud, waste, and abuse in Federal transactions, The City of Winston-Salem is responsible for ensuring that Federal funds are not provided to anyone who has been debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted transactions. The U.S. General Services Administration (GSA) maintains a website at www.epls.gov, which is updated in real-time as changes to data occur. The City of Winston-Salem will review during site visits a subrecipient's transactions, particularly for vehicles and equipment, to verify that checks have been made.

Restrictions on Lobbying

Recipients of Federal grants and contracts exceeding \$100,000 must certify that they have not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, or an officer or employee of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. The City of Winston-Salem requires each subrecipient receiving more than \$100,000 to complete FTA's

Certification on Lobbying prior to contract execution. All bids for equipment prepared by these subrecipients are required to contain this certification as well.

Vehicle Use

Vehicles must remain in use for the purposes intended by the Federal program under which they are purchased. Maximum use of vehicles is encouraged, first for program related purposes, then for other federal program and project purposes, and finally for other community needs. The City of Winston-Salem is responsible for ensuring satisfactory continuing control over all vehicles purchased under Section 5310 and must ensure that vehicles are insured and used for eligible public transit purposes. If subrecipients intend to take vehicles out of service for program purposes, they must notify the City of Winston-Salem before doing so. Subrecipients must remit the federal percentage share of the equipment's current fair market value to the Federal Transit Administration. The fair market value is determined by obtaining an independent appraisal of the equipment. The terms and conditions of vehicle use, disposition, and insurance requirements will be included in the subrecipient agreements prior to awarding funds for vehicles. The City of Winston-Salem will maintain an inventory of all vehicles purchased under each program, and will require subrecipients to submit annual vehicle use reports (miles, hours, passengers, trip purpose) to ensure that vehicles are used in accordance with program requirements and are not underused.

Vehicle Maintenance

The City of Winston-Salem is responsible for ensuring that federally funded equipment and facilities are kept in good operating order. As part of their standard subrecipient agreements, the City of Winston-Salem will require subrecipients to follow manufacturer's suggested maintenance activities and schedules to ensure they maintain equipment in good operating order and perform pre-trip inspections of vehicles. The City of Winston-Salem will check subrecipient maintenance records and may inspect vehicles during site visits.

Exclusive School Bus Transportation

Title 49 U.S.C. 5323(f) prohibits the use of FTA funds for exclusive school bus transportation for school and school personnel. However, 49 CFT part 605 permits regular service to be modified to accommodate school students along with the general public ("tripper service"). Also FTA considers Head Start a social service, not a school program. There is a specific type of vehicles required to transport children participating in a Head Start Program.

Drug and Alcohol Testing

Upon notification of grant award to a subrecipient, The City of Winston-Salem will require that subrecipients submit their policies and procedures to the City of Winston-Salem for review and approval. The City of Winston-Salem will provide technical assistance to the subrecipient in the form of training, networking, policy development, and distribution of FTA's regulation at 49 CFR part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations". To monitor a subrecipient's compliance with the drug abuse and alcohol misuse requirement, The City of Winston-Salem will

develop a checklist identifying each of the required elements including: policies, procedures for distributing policies, training elements, minimum definition of supervisors subject to training, minimum frequency for training, verification of attendance at training; method of selecting participants for random testing, procedures for conducting testing, and designation of a medical review officer. The City of Winston-Salem will use the checklist during onsite visits. The City of Winston-Salem will require subrecipients to submit annual reports to verify compliance with the regulations.

Program Reporting Requirements

The City of Winston-Salem is responsible for ensuring certain reports are provided to FTA each year. In order to provide these reports, it will be necessary for the City of Winston-Salem to collect data from each subrecipient. The City of Winston-Salem will report to FTA by the end of the month after the end of each Federal fiscal year quarter, and subrecipients will be responsible for submitting to the City of Winston-Salem the following information by the 10th of January, April, July, and October. The reports that the City of Winston-Salem will provide to FTA each quarter are: January, April, July, and October.

Annual Program of Projects (POP) Status Reports

The City of Winston-Salem will submit quarterly status reports that include an updated POP for each approved grant which contains active projects. The updated POP reflects revised project descriptions, changes in projects from one category to another, and adjustments within budget categories if applicable. The City of Winston Salem will also submit budget revisions such as changes to the line item budget for the grant. Significant civil rights compliance issues occurring during the year (such as Title VI, Equal Employment Opportunity (EEO), or Disadvantaged Business Enterprise (DBE) complaints against the City of Winston-Salem or subrecipients) will be addressed in the annual status report. The City of Winston-Salem will also report notable accomplishments or problems involving Section 5310 subrecipients. The City of Winston-Salem will develop a report form for information needed from subrecipients.

Milestone Activity Reports

For activity line items (ALIs) for which milestones were required at the time of grant application (for example, for vehicle procurements, construction projects, and program reserve), the City of Winston-Salem will provide revised milestone dates as part of the annual report. If the estimated completion date for the grant has changed, the revised date will be provided with an explanation as to why the date has changed. This information will be reported for the City of Winston-Salem activities and those of its subrecipients.

Program Measures

The City of Winston-Salem will also collect from subrecipients data to be included in its quarterly report to FTA. The following indicators will be used as part of the status report for Section 5310 Program:

Section 5310

- a. Services provided that impact availability of transportation services for seniors and individuals with disabilities as a result of projects implemented in the current reporting year. Examples include geographic coverage, service quality and/or service times.
- b. Additions or changes to environmental infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, vehicles that impact availability of transportation services as a result of projects implemented in the current reporting year.
- c. Actual or estimated number of rides (as measured by one-way trips) provided for seniors or individuals with disabilities as a result of projects implemented in the current reporting year including a breakdown of the disability and ethnicity of the population served.

Financial Status Report

The City of Winston-Salem submits quarterly Financial Status Reports. Each subrecipient is responsible for accurate and complete disclosure of its project related expenditures.

Exhibit D

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, age, sex, color, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Winston-Salem DOT, the North Carolina Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Winston-Salem DOT, North Carolina Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Winston-Salem DOT, the North Carolina Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the Winston-Salem DOT, the North Carolina Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Winston-Salem Department of Transportation to enter into such litigation to protect the interests of the Winston-Salem Department of Transportation, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

** N/A to This Agreement **

Exhibit E

APPENDIX B

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City of Winston-Salem will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-Aid for Highways and the policies and procedures prescribed by Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the state of North Carolina all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto state of City of Winston-Salem and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of North Carolina, its successors and assigns.

The City of Winston-Salem, in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, age, sex, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on over or under such lands hereby conveyed [,] [and]* (2) that the City of Winston-Salem shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended [,] and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

** N/A to This Agreement **

Exhibit F

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits or similar instruments entered into by the City of Winston-Salem pursuant to the provisions of Assurance 6(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to terminate the {license, lease, permit, etc.} and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the CITY and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City of Winston-Salem pursuant to the provisions of Assurance 6(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, sex, age, color, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, sex, age, color, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, CITY shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

That in the event of breach of any of the above nondiscrimination covenants, the CITY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the CITY and its assigns.

Exhibit G

STATE OF NORTH CAROLINA
E-VERIFY AFFIDAVIT
County of Forsyth, City of Winston-Salem

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I have submitted a bid for contract or desire to enter into a contract with the County of Forsyth, City of Winston-Salem;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: _____

This the _____ day of _____, 2014.

Affiant

Sworn to and subscribed before me, this the _____ day of _____, 2014.

[OFFICIAL SEAL]

_____, Notary Public

My Commission Expires: _____