

State of North Carolina
County of Yadkin

Yadkin Valley Economic Development
District, Inc.

MEMORANDUM OF AGREEMENT

RURAL OPERATING ASSISTANCE PROGRAM (ROAP)

This Agreement entered into this the First day of September, 2015, by and between the **County of Yadkin** (hereinafter referred to as the "County") and **Yadkin Valley Economic Development District, Inc. (YVEDDI)** (hereinafter referred to as the "Agency") shall outline the responsibilities of each of the parties regarding Rural Operating Assistance Program (ROAP) funds allocated to Yadkin County for FY2016 by the North Carolina Department of Transportation – Public Transportation Division (NCDOT – PTD).

COUNTY RESPONSIBILITIES, PROCESSES AND PROCEDURES

The County agrees to the following:

1. Complete the application for ROAP funds and submit to the NCDOT-PTD, requesting the maximum allocation for each category of funding; Rural General Program; Elderly & Disabled Transportation Assistance Program and Employment Transportation Assistance Program.
2. To sub-allocate all ROAP funds received by the County to the Agency for services to be provided from July 1, 2015 through June 30, 2016.
3. To include ROAP funds received and expended in the annual audit.

AGENCY RESPONSIBILITIES, PROCESSES AND PROCEDURES

The Agency agrees to the following:

1. Engage community stakeholders in the development of a service plan for the use of EMPLOYMENT and EDTAP funds and to submit to the County for approval.
2. Provide transportation assistance to support employment goals, as outlined in the ROAP Planning Committee recommendations.
3. Maintain records of all trips and services provided for five (5) years that document that eligible citizens were provided eligible trips or services on the billed date, by whatever conveyance at the specified cost.
4. Assure that all ROAP services and expenditures are in accordance with the guidelines of the NCDOT-PTD.

5. Spend any interest earned on ROAP funds for eligible programs as specified in the ROAP application.
6. Provide an accounting of trips, services and expenditures in semi-annual reports that are prepared and submitted to NCDOT-PTD or its designee.
7. To provide and maintain applications and documentation forms as required of all recipients to assure that they meet eligibility criteria for Employment, EDTAP and RGP programs.
8. Make available all documentation and records of services and expenditures to the County as needed for the annual audit or other requests.
9. Place trips using ROAP funds into the Agency's trip scheduling software so that trip verification and tracking can take place.
10. Maintain documentation and records of all transportation services provided for ROAP recipients through approved means.
11. Use the fully allocated cost model to determine the shared per mile cost of each ROAP trip.
12. Assure that all Employment transportation funds are spent in coordination with ROAP Planning Committee.
13. Refund any unspent ROAP funds to the NCDOT-PTD as required.
14. Comply with any other State program implementation requirements and accountability guidelines not specifically mentioned in this agreement.
15. Attached to this agreement as Exhibit A is the Certified Statement for FY 2016 for the Rural Operating Assistant Program signed by Yadkin County. The Agency acknowledges that it has read and understands the Certified Statement. Notwithstanding any other provision in the Agreement, the Agency agrees to comply with any instructions or requests made by the County in order to help the County comply with any and all requirements imposed by this Certified Statement. By example only, the Agency will comply with any instructions or request made by the County to help ensure that the County can comply with the monitoring, reporting, and record retention requirements in Bullet Points 3, 4, 5, 8, and 9 of the Certified Statement.
16. The Agency agrees to fully comply with all applicable laws, regulations, rules, and program guidelines concerning ROAP funds, any requirements in the County's ROAP application materials, and all obligations in the Certified Statement concerning the use of ROAP funds. By example only, the Agency

agrees to use ROAP funds, and any interest on ROAP funds, only on allowed activities.

17. The Agency acknowledges that it has been advised of all information referenced in Bullet Point 2 of the Certified Statement.
18. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's Term:
 - General commercial liability in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate.
 - Worker's Compensation in the amount of \$500,000 employer's liability.
 - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with the Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.

All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Upon request, the Agency shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Agency shall keep that certificate current by submitting to the County updated certificates as the Agency's insurance policies are renewed or otherwise modified. The Agency shall notify the county immediately if any insurance required by the Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

19. The Agency shall be responsible for providing from its own funds all matching funds required for any ROAP grant.
20. The Agency will meet at least quarterly with the County Finance Officer to review the Agency's programmatic and financial report.
21. if the County at any time does not require the Agency to satisfy any of the Agency's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the county's ability to require the Agency to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Agency

that shall not be deemed a waiver of any later breach by the Agency, nor shall it be deemed a waiver of this section of the Agreement.

22. This Agreement constitutes the complete and entire Agreement between the County and the Agency concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the county and the Agency. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina. If any part of the Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforce to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect. The Agency may not assign its rights or obligations under the Agreement, nor may it sub-contract any part of the Agreement, without written approval from the County.

IN WITNESS WHEREOF, the County and the Agency have executed this agreement as of the First day of September, 2015.

COUNTY OF Yadkin

By: Gina W. Phelps

Title: COUNTY MANAGER

Date: 12-8-15

Yadkin Valley Economic
Development District, INC.

By: Kathy Payne

Title: EXECUTIVE DIRECTOR

Date: 10/29/15

This instrument has been pre-audited in the manner required
By the Local Government Budget and Fiscal Control Act.

Gary Gorn
Finance Officer

Exhibit A
Certified Statement for FY 2016

CERTIFIED STATEMENT
FY2016
RURAL OPERATING ASSISTANCE PROGRAM
County of Yadkin

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2015 to June 30, 2016 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Yadkin North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources is not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2016 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in a semi-annual report and a final year-end report to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2016 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	\$53,782	\$53,782
Employment Transportation Assistance Program (EMPL)	\$10,593	\$10,593
Rural General Public Program (RGP)	\$63,892	\$63,892
TOTAL	\$128,267	\$128,267

WITNESS my hand and county seal, this 5th day of October, 2015.


 Signature of County Manager/Administrator

Lisa Hughes
 Printed Name of County Manager/Administrator


 Signature of County Finance Officer

Gary Groce
 Printed Name of County Finance Officer

State of North Carolina County of Yadkin

