

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: MARCH 18, 2021

AGENDA ITEM NUMBER: 19

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF WINSTON-SALEM FOR ADMINISTRATION OF THE EMERGENCY RENTAL ASSISTANCE PROGRAM (FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:** See Attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Dudley Watts, Jr. /AMS* COUNTY MANAGER DATE: March 15, 2021

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT WITH THE CITY OF WINSTON-SALEM FOR  
ADMINISTRATION OF THE EMERGENCY RENTAL ASSISTANCE PROGRAM  
(FORSYTH COUNTY DEPARTMENT OF SOCIAL SERVICES)**

**WHEREAS** the COVID-19 pandemic has caused widespread unemployment in Forsyth County, and many low-income tenants have fallen behind on their rents and are facing possible eviction if they do not receive assistance;

**WHEREAS** the United States Department of Treasury has established the Emergency Rental Assistance Program (ERAP) to pay housing and utility expenses for eligible households in order to prevent evictions;

**WHEREAS** an eligible household is defined as a tenant household in which at least one or more individuals meets the following criteria: (i) qualifies for unemployment or has experienced a reduction in household income, incurred significant costs, or financial hardship due to COVID-19, (ii) demonstrates a risk of experiencing homelessness or housing instability, and (iii) has a household income does not exceed 80% of the area median; and priority shall be given to individuals who are unemployed or whose household income does not exceed 50% of the area median;

**WHEREAS** Forsyth County has received \$4,052,179 in ERAP funds to be used to provide relief to eligible households to pay for rent, rental arrears, utilities and home energy costs and arrears, and other expenses related to housing incurred due to the COVID-19 outbreak, as defined by the Secretary of Treasury;

**WHEREAS** the City of Winston-Salem has received \$7,478,359 in ERAP funds, and the City and County propose administering ERAP as a joint program in order to most efficiently deliver assistance to City and County residents; and

**WHEREAS** using allowable ERAP administration funds, the City will contract with Tetra Tech, Inc., to provide case management and eligibility determination services and handle dispute resolution; the City will contract with Benevate, Inc., dba Neighborly Software, to provide electronic application and data management services; and the County will provide staffing to provide applicant services, finalize assistance awards, and distribute assistance, using contracted temporary workers through The Resource Company, Inc., in addition to County staff;

**NOW, THEREFORE, BE IT 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, an interlocal agreement with the City of Winston-Salem, substantially in the same form as the agreement attached hereto, and such necessary documents to accept and disburse Emergency Rental Assistance Program funds, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to the form and legality by the County Attorney; and

**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 18<sup>th</sup> day of March 2021.

**NORTH CAROLINA  
FORSYTH COUNTY**

**INTERLOCAL AGREEMENT**

THE AGREEMENT, made and effective on March 22, 2021, by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Department of Social Services, and the City of Winston-Salem (the "City"), on behalf of its Community Development Department:

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the City hereby agree to administer the Emergency Rental Assistance Program ("ERAP") in Forsyth County as follows:

**1. City Responsibilities.**

The City shall perform the following services with respect to ERAP:

- a. Cooperate with the County as set forth hereinto administer ERAP in Forsyth County using the City's ERAP allocation of \$7,478,359.00 from the U.S. Department of Treasury.
- b. Designate \$747,835.90, or 10% of the ERAP funding allocation of \$7,478,359.00, toward administrative and operational needs ("City Administration Allocation") to support case management, online application software, marketing, vendor payment processing services, and other administrative expenses associated with ERAP.
  - i. The City will contract with Tetra Tech, Inc. ("Tetra Tech") to provide case management and eligibility services regarding ERAP. The City will pay Tetra Tech an amount not to exceed \$747,760 for this contracted service, with partial reimbursement from the County as set forth in Section 2.b.i. Tetra Tech will provide the following services:
    1. Provide a toll-free call center number for appointments and assistance.
    2. Provide and train staff to process ERAP applications, interact with applicants, and make determinations as to ERAP eligibility for each applicant, and to operate the call center and intake center.
    3. Help applicants through ERAP application process, answer questions, provide clarifications during the

application intake period, and accept completed applications.

4. Assist as many applicants remotely as possible.
  5. Train onsite staff to operate the software system.
  6. Provide ongoing coordination and technical support.
  7. Perform data analysis to assist with and prepare reports required by the Department of Treasury.
  8. Determine eligibility, including the amount of assistance for each application, based upon Department of Treasury eligibility guidelines.
  9. Reach out to applicants for any required documentation or information necessary to complete an application.
  10. Perform quality control reviews of all approved applications to ensure quality case management is being conducted.
  11. Provide a report to the County with eligibility determination for each application, in a timely manner.
  12. Participate in appeals of eligibility determination and assistance award, in coordination with the City and County.
- ii. The City will contract with Benevate, Inc., dba Neighborly Software ("Neighborly"), to provide online application processing of ERAP funds. The City will pay Neighborly an amount not to exceed \$65,000.00 for this contracted service. Neighborly's software and services will:
1. Provide a portal with a unique web address that provides a one stop shop for the ERAP program. Tenants and landlords will be able to apply for rent and/or utility assistance online, including the electronic submission and storage of all required supporting documents.
  2. Validate household income eligibility based upon local area median income (AMI) standards.
  3. Keep a priority list in the system that prioritizes applicants pursuant to the Department of Treasury priority requirements and those set by the City and County.

4. Allow applicants the ability to sign applications electronically and to upload documents, via a cell phone picture.
  5. Generate approval, denial, and incomplete application emails via standard templates.
  6. Allocate and track funding by tenant, landlord and type of funding (rent, rent arrears, utility, utility arrears).
  7. Allow tenants to be able to recertify or ask for additional instance if it is needed.
- iii. The City will pay an amount not to exceed \$20,000, with partial reimbursement by the County as set forth in Section 2.d to provide outreach services for City and County tenants. The City will use outreach channels which may include social media websites, media outlets, search engines, digital and other radio, television, local newspaper, street outreach, and direct mailing of program information to tenants in the City of Winston-Salem and Forsyth County.
- c. Pay \$6,730,523.10 ("City Assistance Allocation"), which is 90% of the City's ERAP funding allocation, to the County to be used for rental and utility assistance for eligible City residents.
    - i. By April 1, 2021, the City shall transfer 25% of the City Assistance Allocation to the County to be used for ERAP assistance funds paid to City residents. For each subsequent month, the County shall invoice the City for the amount of ERAP assistance paid to City residents in the prior month. The City shall pay by electronic transfer such invoiced amounts with 10 days of receipt. In no event shall the City be responsible for paying the County an amount in excess of the City Assistance Allocation, except as set forth in Section 4.
    - ii. City or County resident status is determined by the tenant's physical address. The designated funds of \$6,730,523.10 is restricted to City residents. Upon depletion of such funds, no further applications for City residents will be approved, unless agreed to by the County.
  - d. The City and the County will ensure the administration of ERAP complies with applicable federal guidelines. The City and County shall consult with the North Carolina Pandemic Recovery Office (NC PRO) to resolve any policy interpretation disputes.

## 2. County Responsibilities.

The County shall perform the following services with respect to ERAP:

- a. Cooperate with the City as set forth herein to administer ERAP in Forsyth County using the County's ERAP allocation of \$4,052,179.00 from the U.S. Department of Treasury.
- b. Designate \$405,217.90 or 10% of the ERAP funding allocation towards administrative and operational needs ("County Administration Allocation") to support case management, online application software, marketing, vendor payment processing services, and other administrative expenses associated with ERAP.
  - i. The County will pay \$90,000.00 to the City of Winston-Salem as partial reimbursement of its payments to Tetra Tech.
  - ii. The County will contract with The Resource Company, Inc., or another temporary staffing agency, to provide staffing for on-site case management, community pop-up application sites, and fiscal processing services, and other staffing needs relating to ERAP. The County shall pay The Resource Company, Inc., an amount not to exceed \$269,939.73.
  - iii. The County will assign an Economic Services Program Manager, Supervisor, Business Process Analyst, and Business Office Program Manager to support the ERAP by providing oversight to operational, administrative, performance, management, and customer service needs. These assignments will last for the duration of the ERAP. The County will charge 5% of the salary for each position to the program if funds are available. The cost for these support positions will not exceed the amount of \$16,944.82.
- c. Reimburse the City 50% of its expenditures for outreach and marketing efforts for County tenants as set forth in Section 1.b.iii. The County's reimbursement of these expenditures shall not exceed \$10,000.
  - i. Designate \$3,646,961.10 ("County Assistance Allocation"), which is 90% of the County's ERAP funding allocation towards the issuance of rental and utility assistance for eligible County residents. City or County resident status is determined by the tenant's address. The County Assistance Allocation will be

restricted to County residents residing outside of City limits. Upon depletion of such funds, no further applications for County residents outside City limits will be approved, unless agreed to by the City.

- d. The City and the County will ensure the administration of ERAP complies with applicable federal guidelines. The City and County shall consult with the North Carolina Pandemic Recovery Office (NC PRO) to resolve any policy interpretation disputes.

### **3. Term.**

This Agreement shall be effective March 22, 2021, and shall terminate December 31, 2021, with an option to renew on a month-to-month basis if mutually agreed upon by the parties. This Agreement can be terminated by either party with a 30-day notice or sooner if mutually agreed upon.

### **4. Remaining ERAP Funds.**

In the event that either the City Administration Allocation or the County Administration Allocation are not used in full, or if either the City or County earns interest of ERAP allocations, such remaining amounts and interest shall be transferred to the County for distribution to eligible ERAP recipients.

### **5. Entire Agreement.**

This Agreement shall not be altered, amended, modified, or assigned, except by an agreement in writing executed by duly authorized officials of both Parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

### **6. Liability.**

To the extent required by law, each party to this Agreement will be responsible for its own actions under this Agreement and shall not be liable to the other party for any civil liability that may arise hereunder.

### **7. Notice.**

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

For the COUNTY:

Victor R. Isler  
Director of the Department of Social Services  
741N. Highland Ave.  
Winston-Salem, NC 27101  
[islervr@forsyth.cc](mailto:islervr@forsyth.cc)

For the CITY:

Marla Newman  
Community Development Director  
P.O. Box 2511  
Winston-Salem, NC 27102  
[marlan@cityofws.org](mailto:marlan@cityofws.org)

SIGNATURES ON NEXT PAGE



IN WITNESS WHEREOF, the COUNTY and the CITY have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

By: \_\_\_\_\_

J. Dudley Watts, Jr, County Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)

Ashleigh M. Sloop, Clerk to the Board

Date: \_\_\_\_\_

**Approved as to form and legality.**

This the \_\_\_\_ day of March 2021.

\_\_\_\_\_

Gordon Watkins, County Attorney

CITY OF WINSTON-SALEM

By: \_\_\_\_\_

Lee Garrity, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(SEAL)

Sandra Keeney, City Clerk

Date: \_\_\_\_\_

**Approved as to form and legality.**

This the \_\_\_\_ day of March, 2021.

\_\_\_\_\_

Angela Carmon, City Attorney

**FORSYTH COUNTY, NORTH CAROLINA  
AMENDMENT TO  
CORONAVIRUS RELIEF FUND SPECIAL REVENUE FUND**

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**FROM: BUDGET & MANAGEMENT**

**MEETING DATE:** \_\_\_\_\_

**EXPLANATION:**

At the January 21, 2021 meeting, the Board of Commissioners approved a resolution authorizing execution of necessary documents to accept grant funds from the United States Department of the Treasury for the Emergency Rental Assistance Program to provide financial assistance and housing stability services to eligible households in Forsyth County.

The City of Winston-Salem has also received funding for this program and it is recommended that the Forsyth County Department of Social Services administer this program for the City as well. This Budget Ordinance Amendment amends the Coronavirus Relief Fund Special Revenue Fund to accept reimbursement from the City of Winston-Salem for this program as well as adjust the amount received from the Department of the Treasury.

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BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE  
CORONAVIRUS RELIEF FUND SPECIAL REVENUE FUND IS HEREBY AMENDED AS  
FOLLOWS:

INCREASE:	<u>REVENUES</u>	
	INTERGOVERNMENTAL	<u>\$6,401,988.35</u>
INCREASE:	<u>EXPENDITURES</u>	
	PERSONAL SERVICES	\$16,944.82
	OTHER PURCHASED SERVICES	\$269,939.73
	OTHER OPERATING COSTS	\$6,015,103.80
	PAYMENTS TO OTHER AGENCIES	<u>\$100,000.00</u>
		<u>\$6,401,988.35</u>

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NATURE OF TRANSACTION:  
 Additional Revenue Available  
 Transfer within Accounts of  
     Same fund  
 Other:

APPROVED BY BOARD OF COUNTY  
 COMMISSIONERS AND ENTERED ON  
 MINUTES DATED \_\_\_\_\_  
 AGENDA ITEM NUMBER \_\_\_\_\_

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