



May 16, 2014

Mr. David Gibson, Risk Management Coordinator
Gordon County Board of Commissioners
201 North Wall St.
Calhoun, GA 30701

In Re: FTA 5311 – FY15 Operating
Project Number – T005048
Contract Amount- \$93,393.00

Dear Mr. Gibson:

Enclosed for execution by Gordon County are three (3) contracts for the FTA FY15 5311 Operating Program. The project contains 50% federal funds in the amount of \$93,393.00. There is a local match of 50% in the amount of \$93,394.00.


Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is now included in our contracts. The affidavit needs to be fully executed with the E-Verify Identification number noted. **Please do not date the first page of the contract.** It will be dated by the Department when returned to us for execution.

Return the contacts to:

Georgia Department of Transportation
Division of Intermodal
600 W. Peachtree St., NW
Atlanta, Georgia 30308

If you have any questions, please contact Freida Black, Public Transportation Coordinator, at (678) 721-5312.

Sincerely,


Nancy C. Cobb, Administrator
Division of Intermodal

NCC:tkb
Enclosures

AGREEMENT
FOR
TRANSIT OPERATING ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
GORDON COUNTY

PROJECT ID NUMBER: T005048

THIS AGREEMENT is made and entered into this ____ day of _____, _____ by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and GORDON COUNTY hereinafter called the "SPONSOR", hereinafter sometimes collectively referred to as the "parties".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating assistance for public transportation services to non-urbanized areas; and

WHEREAS, in a letter to the Federal Transit Administration ("FTA"), and the Federal Highway Administration, ("FHWA"), dated January 24, 1979, the Governor, designated the DEPARTMENT as the recipient agency for Section 5311 funding; and

WHEREAS, the SPONSOR has stated that transit operating assistance is needed for transportation services in its non-urbanized area and it would, therefore, perform certain of the duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act; and

WHEREAS, in reliance on said SPONSOR the DEPARTMENT has applied to FTA for said Section 5311 funds and in so doing states that the required duties would be discharged pursuant to a written contract between the parties; and

- (g) The SPONSOR shall prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, for themselves or others, particularly, those with whom they have family, business, or other ties.
- (h) The SPONSOR shall comply with all relevant Federal and State laws and regulations relating to the Section 5311 Program, as well as those regulations and requirements included in the Federal Office of Management Circular A-87, FTA Circular 9040.1B relating to private sector participation guidelines, and those applicable provisions of the Hatch Act.
- (i) The SPONSOR shall keep accurate records in a manner approved by the DEPARTMENT, and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance.

ARTICLE II COVENANT AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant Federal, State, and Local laws. The SPONSOR warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR to solicit or secure this Contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE III AUTHORIZATION AND APPROVAL

It is understood and agreed by the parties to this Agreement, that the SPONSOR shall satisfy the terms of this Agreement commencing upon the beginning of the operating period and continuing until the end of the operating period as defined in the EXHIBIT A. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may

NINETY-THREE AND 00/100 Dollars (\$93,393.00), which includes the administrative and operating costs as established in EXHIBIT A.

It is further understood and agreed that any line item budget estimate shown in PROJECT APPLICATION may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

ARTICLE VI SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the PROJECT under this Agreement, the DEPARTMENT materially alters the scope, character, complexity or duration of the PROJECT from those required under the Agreement, a Supplemental Agreement may be executed between the parties.

Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by either the DEPARTMENT or the SPONSOR with written approval by the other party.

ARTICLE VII SUB-CONTRACTING OF SERVICE

The SPONSOR agrees it will not engage, sub-contract or otherwise pass through funding authorized by this Agreement to any operator of public transportation services without the specific written consent of the DEPARTMENT. Such Agreement shall be a written Contract between the SPONSOR and the operator and be approved as to form and content by the DEPARTMENT.

ARTICLE VIII PAYMENTS

A. PARTIAL PAYMENT: The SPONSOR shall submit to the DEPARTMENT monthly statements of the operating costs incurred during the period of this Agreement. Upon submission by the SPONSOR, and based upon its review and approval of said monthly statements by the DEPARTMENT, payments will be made less any previous payments made or in the process of payment. It is agreed that under no circumstances will the DEPARTMENT be

Agreement will be considered closed and all terms satisfied, provided, however this does not relieve the SPONSOR from the responsibility of submitting to the DEPARTMENT a final audit report.

ARTICLE IX
MAINTENANCE OF COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred by the SPONSOR in operating the SPONSOR'S Public Transportation Services for the period July 1, 2014 and ending June 30, 2015 and shall make such material available at all reasonable times during the period of this Agreement, and for three (3) years from the date of the final payment under this Agreement, for the inspection by the DEPARTMENT and FTA, and copies shall be furnished if requested.

ARTICLE X
CONTRACT DISPUTES

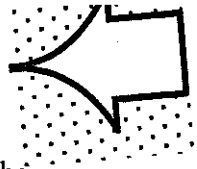
This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XI
TERMINATION

The Department reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR.

ARTICLE XII
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, relating to Conflict of Interest, have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in EXHIBIT B, CERTIFICATION OF SPONSOR, COMPLIANCE WITH STATE AUDIT REQUIREMENT, attached hereto and made a part of this Agreement as if fully set out herein.



IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION BY:

GORDON COUNTY:

Commissioner (SEAL)

BY: _____ (SEAL)
Title: _____

ATTEST:

Treasurer

IN THE PRESENCE OF:

Witness

Sworn and subscribed to me this
the _____ day of _____,
20____, in the presence of:

*Please affix
Seal*

Notary Public (SEAL)

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

EXHIBIT A
 BUDGET ESTIMATE
 TRANSIT OPERATING ASSISTANCE FOR GORDON COUNTY
 FOR PERIOD July 1, 2014 and ending June 30, 2015

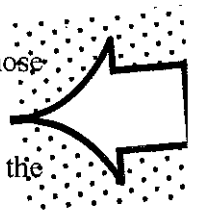
	TOTAL	FTA SECTION 5311	LOCAL
<hr style="border-top: 1px dashed black;"/>			
NET OPERATING DEFICIT:			
ADMINISTRATIVE AND OPERATING COSTS (Note 1)	\$186,787.00	\$93,393.00	\$93,394.00
<hr style="border-top: 1px dashed black;"/>			
TOTAL BUDGET	\$186,787.00	\$93,393.00	\$93,394.00

Note 1 - (Administrative and Operating) 50% Federal; 50% Local

PROJECT ID NUMBER: T005048
 GRANT NUMBER: GA-18-X033
 CFDA: 20.509
 DUNS #: 079360467

EXHIBIT B
CERTIFICATION OF SPONSOR
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____, and it is also certified that:



The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$175,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$175,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with the generally accepted government auditing standards.

_____ Date

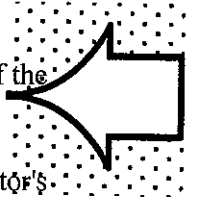
_____ Signature

EXHIBIT C

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____
whose address is _____, and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and
- (3) Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.



Date

Signature

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: GORDON COUNTY

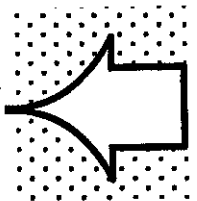
Contract No. and Name: T005048- FY15 - 5311 Operating

July 1, 2014 – June 30, 2015

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.



E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

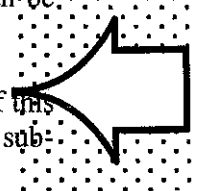
**APPENDIX A
CERTIFICATION OF SPONSOR**

I hereby certify that I am the _____ and duly authorized representative of the firm _____ whose address is _____ . I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.



I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

APPENDIX B

**CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Commissioner

APPENDIX C

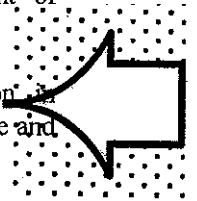
PRIMARY CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgement rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.



Date

Signature (SEAL)

Please affix
Seal

APPENDIX D

LOWER TIER CONTRACTOR
CERTIFICATION REGARDING DISBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature (SEAL)

Please affix
Seal

