

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 25, 2015

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

In Re: FTA FY16 5311 Operating Assistance
PID – T005372
Contract Amount - \$98,240.00

Dear Mr. Gibson:

Enclosed for execution by Gordon County are three (3) contracts for the FTA 5311 Operating Assistance Program. The project contains 50% federal funds in the amount of \$98,240.00. There is a local match of 50% in the amount of \$98,241.00.


Please have all three contracts signed and sealed by the County. The Georgia Security and Immigration Compliance Act Affidavit (Exhibit D) is 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 contracts:

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 AND CAPITAL ASSISTANCE
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
GORDON COUNTY

PROJECT ID NUMBER: T005372

THIS AGREEMENT 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".

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating and capital 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 financial 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

Section 3(f) of the Federal Transit Act, and published in FTA regulations on charter bus operations.

- (e) The SPONSOR and any mass transportation operator under it will conform to the reporting system in FEDERAL ACQUISITION REGULATIONS, SUBPART 31.6.
- (f) The SPONSOR will make all purchases under this Agreement through competitive bidding in accordance with the DEPARTMENT's established procedure.
- (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 and Budget 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.

(B) Capital Acquisitions

(a) Acquisition of Vehicles and Equipment

- 1. Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process the following item(s):
N/A
- 2. Upon acquisition of the equipment listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said equipment to the SPONSOR. The DEPARTMENT shall place a lien and hold physical possession of all vehicle titles.

- 3. The DEPARTMENT shall participate in the purchase by the SPONSOR of:

N/A

Prior to the purchase of this equipment, the SPONSOR shall obtain the approval of the DEPARTMENT for the amount and items purchased.

- (b) The SPONSOR shall accept and retain title to or purchase said PROJECT equipment and shall provide from local funding sources excluding all available federal funds, funds to pay its share of the PROJECT cost. The SPONSOR shall show the

transportation service provider. Upon disposition of said property or properties by transfer, sale, or as otherwise directed by the DEPARTMENT in accordance with the procedures of the DEPARTMENT, the SPONSOR forfeits any invested interest in lieu of the costs of such disposition. Under no circumstances will the property be disposed of without the specific written consent of the DEPARTMENT.

- (i) The SPONSOR shall not permit the use of the PROJECT equipment for partisan political purposes.
- (j) The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.

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 EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The SPONSOR shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Contract, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

and employees, from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the SPONSOR and its sub-recipients in the performance of work under this Agreement. Further, the SPONSOR and its sub-recipient agrees to hold harmless the DEPARTMENT from suits, claims, actions, or damages of any nature whatsoever by any person, firm, corporation, or governmental body resulting from any defective equipment or material purchased by the SPONSOR and its sub-recipients under this Agreement or from the installation and operation thereof or from operation of equipment and materials already owned by the SPONSOR and its sub-recipients.

ARTICLE VIII COMPENSATION

(A) Operating Assistance

- (1) It is understood and agreed that the total estimated eligible net Operating Assistance is the difference between eligible operating expenses and eligible revenues, as defined in FTA Circular 9040.IE, for the provision of operating assistance by the DEPARTMENT as shown, if any, in EXHIBIT A1, as attached hereto and made a part of this Agreement as if fully set out herein, is ONE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED EIGHTY-ONE and 00/100 Dollars (\$196,481.00). For the purposes of the DEPARTMENT'S participation in the costs by the SPONSOR, it is agreed that the DEPARTMENT'S maximum obligation for the SPONSOR'S operating assistance program shall be NINETY-EIGHT THOUSAND TWO HUNDRED FORTY and 00/100 Dollars (\$98,240.00), which includes the administrative and operating costs, as established in EXHIBIT A1.
- (2) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning 07/01/2015 and ending 06/30/2016, as reflected in the final audit, is less than ONE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED EIGHTY-ONE and 00/100 Dollars (\$196,481.00), then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs. The DEPARTMENT shall be responsible for the maximum obligation of be NINETY-EIGHT THOUSAND TWO HUNDRED FORTY and

the DEPARTMENT shall have the right at its sole discretion to terminate this agreement immediately upon notice to the SPONSOR without further obligation of the DEPARTMENT.

ARTICLE IX 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 X 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 XI PAYMENTS

A. PARTIAL PAYMENT. The SPONSOR shall submit to the DEPARTMENT monthly statements of the Operating and Capital costs applicable to this agreement incurred during the period of this Agreement and submit to the DEPARTMENT itemized vouchers stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the voucher period as well as a specific designation and certification of receipt of the item or items purchased as listed in ARTICLE I. Upon the basis of its review and approval of such vouchers, the DEPARTMENT will, at the request of the SPONSOR, make payment to the SPONSOR pursuant to this ARTICLE as the PROJECT progresses but not more than once a month. Payments will be made by the DEPARTMENT for expenses incurred by the SPONSOR, less any previous partial payments, for any item and for each item specified in the voucher and which is specifically set for in ARTICLE I. It is agreed that under no

ARTICLE XII
MAINTENANCE OF CONTRACT 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 and acquisition of Capital items for the period July 1, 2015 to June 30, 2016 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 XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

Unless otherwise authorized in writing by the DEPARTMENT, the SPONSOR shall not assign any portion of the work to be performed under this Agreement, or execute any Contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the DEPARTMENT.

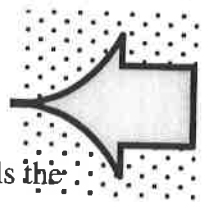
The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT prepared estimates for the DEPARTMENT'S review and written concurrence in advance of their execution. All Contracts shall provide that subcontracts exceeding \$10,000.00 in cost shall contain all the required provisions of the prime Contract.

DOT Order 3902.10 Text Messaging December 30, 2009 located at http://www.dot.gov/sites/dot.dev/files/doc/FAPL_2010-01.pdf incorporated by reference and a made a part of this Agreement as if fully set out herein.

- F. The SPONSOR shall comply and require its subcontractors to comply with the applicable requirements of the Americans with Disabilities Act.
- G. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with requirements in GEORGIA DEPARTMENT OF TRANSPORTATION, TERMS AND CONDITIONS, United States of America Department of Transportation Federal Transit Administration, Master Agreement, located at www.fta.dot.gov/documents/21-Master.pdf, or the most recent version thereof, incorporated by reference and made a part of this Agreement as if fully set out herein.
- H. The SPONSOR shall comply with the provisions of Section 16-10-6 of the Official Code of Georgia Annotated relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- I. The SPONSOR shall comply and require its consultants to comply with the requirements of 49 U.S.C. Section 5333(b), Labor Standards as more specifically referenced in U.S. Department of Labor correspondence dated August 2, 2010, incorporated by reference as if fully set out herein.

The covenants herein contained shall except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:

*Please affix
Seal*