



## **NORTH GEORGIA COMMUNITY ACTION, INC.**

1344 Talking Rock Road • P. O. Box 760

Jasper, Georgia 30143-0760

706-692-5623 • 706-692-5644 • 1-800-440-1642 • Fax 706-692-2804

July 12, 2019

Ms. Becky Hood  
Gordon County Board of Commissioners  
P. O. Box 580  
Calhoun, Georgia 30403

Ms. Hood,

Please find attached the service agreement for the operation of Mountain Area Transportation System covering from July 1, 2019 thru June 30, 2020. Please sign both agreements and return one to us.

If you should have any questions, please feel free to contact me at (706) 692-5623. Thank You

Sincerely,

Jonathan Ray  
Executive Director  
North Georgia Community Action, Inc.

**Section 5311 Public Transportation Service Agreement**  
**For Operation of the Mountain Area Transit System**  
**Between the Gordon County Board of Commissioners**  
**And**  
**North Georgia Community Action, Inc. (DBA as MATS)**

This agreement is made and entered into this 10th day of July, 2019, by and between the Gordon County Board of Commissioners hereinafter referred to as the "County"; and North Georgia Community Action, Inc. hereinafter referred to as "NGCA, Inc."; and shall terminate on the 30<sup>th</sup> day of June 2020, unless terminated earlier under other provisions of this agreement.

Whereas, the Georgia Department of Transportation (GDOT) in cooperation with NGCA, Inc. has provided a Notice of Intent to Award to NGCA, Inc. for the operation of the 5311 Transit Program in Gordon County; and

Whereas, the county has agreed for NGCA, Inc. to operate and administer the 5311 Transit Program in the prime contractor capacity with GDOT in Gordon County.

Therefore, the parties agree as follows:

**Item 1: Term of Agreement**

- 1.1 North Georgia Community Action, Inc. is engaged as the prime contractor for the purpose of operating and administering the Section 5311 Transportation Program
- 1.2 The term of the agreement shall be from July 1, 2019 through June 30, 2020.
- 1.3 The County and NGCA, Inc. reserve the right to terminate this agreement upon 60 (sixty) days written notice to the other party.

**Item 2: Scope of Work & Responsibilities**

- 2.1 NGCA, Inc. will manage the overall operation of the transit program and will ensure compliance with local, state and federal laws and regulations.
- 2.2 NGCA, Inc. will manage the annual and monthly financial reporting, budget compilation, statistical analysis and program monitoring for the program as required by GDOT.
- 2.3 The County will appropriate capital matching funds, when required at a rate of 10%, and local operating match funds at a rate no greater than 50% of total operating budget as set forth in Item 3 of this agreement.

2.4 NGCA, Inc. shall invoice the county each month for the local operating match requirement that will be accompanied by a monthly expense summary. Additionally, as the 10% capital match requirement arises, NGCA, Inc. will provide an additional invoice for any amounts due under the capital match requirement.

**Item 3: Local Match and Capital Match**

3.1 Local Operating Match for this agreement beginning July 1, 2019, is expected to be \$143,055.00

in total or about \$11,921.25 monthly. This amount reflects the 50% local match requirement set forth by the Georgia Department of Transportation for the 5311 Transit Program. NGCA, Inc. will bill the county monthly for the local match requirement as set forth in item 2.3.

3.2 Capital Match Requirement for this agreement beginning July 1, 2019, is expected to be \$0.00 and reflects the 10% local match requirement set forth by the Georgia Department of Transportation for the 5311 Transit Program. NGCA, Inc. will bill the county as this particular invoice becomes due to GDOT. This is expected to be an annual invoice provided by GDOT to NGCA, Inc.

Signed: \_\_\_\_\_

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

Gordon County Board of Commissioners

Attest: \_\_\_\_\_

Signed:  \_\_\_\_\_

Date: 7/16/19

Jonathan Ray, Executive Director

North Georgia Community Action, Inc.

Attest:  \_\_\_\_\_