



NORTH GEORGIA COMMUNITY ACTION, INC.

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Jasper, Georgia 30143-0760

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June 25, 2020

Ms. Becky Hood
Gordon County Board of Commissioners
P. O. Box 580
Calhoun Ga 30701

Dear Ms. Hood:

Please find attached two original MOUs covering July 1, 2020 thru June 30, 2021. Please sign both originals and return one to me and keep one for your files.

If you have any questions please feel free to contact me.

Sincerely,

NORTH GEORGIA COMMUNITY
ACTION, INC.

A handwritten signature in black ink that reads "Ruth Ann Waters".

Ruth Ann Waters
Transportation Program Director

Enc.

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 _____ day of _____, 2020, 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 30th day of June 2021, 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, 2020 through June 30, 2021.

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, 2020, is expected to be \$140,525.00 in total or about \$11,710.42 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, 2020, 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.

3.3 A Notice of Intent to Award, a breakdown of capital match due for Gordon County and a finalized budget is included as additional information.

Signed: _____

Date: _____

Gordon County Board of Commissioners

Attest: _____

Signed:  _____

Date: 6-24-20

Jonathan Ray, Executive Director

North Georgia Community Action, Inc.

Attest:  _____