

**AGREEMENT BY AND BETWEEN
AUGUSTA-RICHMOND COUNTY
AND
GEORGIA DEPARTMENT OF TRANSPORTATION
FOR
TRANSIT TRUST FUND PROGRAM ALLOCATION**

THIS AGREEMENT FOR ALLOCATION OF FUNDS UNDER THE TRANSIT TRUST FUND PROGRAM ("Agreement"), effective as of _____ (the "Effective Date") is made by and between the AUGUSTA-RICHMOND COUNTY of the State of Georgia, and the Georgia Department of Transportation ("GDOT"), a public agency of the State of Georgia. AUGUSTA-RICHMOND COUNTY and GDOT may collectively be referred to as the "Parties" and individually as the "Party."

WHEREAS, during the 2020 legislative session, the Georgia General Assembly passed HB 105 (as codified at O.C.G.A. § 48-13-140) establishing fees on for-hire ground transport service, intended to fund transit projects within the State of Georgia ("State"); and

WHEREAS, during the 2021 legislative session, the Georgia General Assembly passed HB 511 (as codified at O.C.G.A. § 48-13-141) establishing a Georgia Transit Trust Fund ("TTF") as a separate fund in the State Treasury, with annual appropriations of for-hire ground transportation fees; and

WHEREAS, the GDOT Commissioner shall be the trustee of the Georgia Transit Trust Fund; and

WHEREAS, subsequently, in the FY2023 Budget, \$15,927,600.00 was appropriated to the GDOT TTF, to be dedicated for use by one or more transit providers to fund transit projects ("Program Funds"); and

WHEREAS, the funds allocated by GDOT to the Georgia Transit Trust Fund Program ("TTFP") represent the balance remaining after GDOT (i) retains matching funds for Federal Transit Administration ("FTA") programs it administers (specifically FTA formula grant programs governed by 49 U.S.C. §§ 5303, 5304, 5307, 5311, and 5339), and for select Intermodal TTF projects, and (ii) coordinates with the Atlanta-region Transit Link Authority ("The ATL") regarding directed appropriations; and

WHEREAS, the funds allocated by GDOT to the TTFP shall be distributed to counties with existing transit service using a population-based formula, excluding counties covered by The ATL, as reflected in the TTFP SFY2023 Annual County Allocations posted to the GDOT website, on the Division of Intermodal Transit Program page: <https://www.dot.ga.gov/GDOT/Pages/TTFP.aspx>; and

WHEREAS, a transit provider must submit an eligible use application that is approved and accepted by GDOT, for TTFP dollars ("TTFP Application"); and

WHEREAS, AUGUSTA-RICHMOND COUNTY submitted the TTFP Application for the Fiscal Year 2023, which was accepted by GDOT; and

WHEREAS, GDOT has agreed to transfer the amount of \$213,018.00 ("Transit Project(s) Amount") to the AUGUSTA-RICHMOND COUNTY in a certain manner; and

WHEREAS, AUGUSTA-RICHMOND COUNTY represents that it will expend the monies described herein for the purposes of funding transit projects as further described in the TTFP Application ("Transit Project(s)"), and pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **TERM.** This Agreement shall begin on the Effective Date and shall continue for 24 months, unless AUGUSTA-RICHMOND COUNTY has expended or contractually obligated the entire Transit Project(s) Amount or completed the Transit Project(s) prior to the expiration of this 24-month term, or unless this Agreement is terminated earlier by the Parties (the "Term").
2. **ACCEPTANCE.** GDOT hereby makes and AUGUSTA-RICHMOND COUNTY hereby accepts the payment of \$213,018.00 for the funding of Transit Project(s) included on the TTFP Application attached hereto as Exhibit A and incorporated herein by reference, which funding will be additive and not supplant existing funds.

The maximum amount to be received by the AUGUSTA-RICHMOND COUNTY from GDOT is \$213,018.00.

AUGUSTA-RICHMOND COUNTY agrees that the Transit Project(s) Amount will not be used for expenses already incurred or paid before the Effective Date unless such expenses are expressly authorized in advance and in writing by GDOT.

3. **DEADLINES.** AUGUSTA-RICHMOND COUNTY must expend or contractually obligate the Transit Project(s) Amount no later than the end of the Term.
4. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
5. **ACCOUNTABILITY.**
 - 5.1. Accounting. AUGUSTA-RICHMOND COUNTY will account for the Transit Project(s) Amount in accordance with generally accepted governmental accounting principles. AUGUSTA-RICHMOND COUNTY will also account for the Transit Project(s) Amount by keeping track of the application of the Transit Project(s) Amount to the Transit Project(s) to account for the receipt and expenditures in accordance with generally accepted accounting principles.
 - 5.2. Audit. AUGUSTA-RICHMOND COUNTY will cooperate with an audit request by GDOT either by the State Auditor or other officers of the State with power to conduct or request such audit. In its agreements with its recipients for the expenditure of the Transit Project(s) Amount, AUGUSTA-RICHMOND COUNTY will require such parties to allow and cooperate with such audits.
 - 5.3. Records Retention. AUGUSTA-RICHMOND COUNTY will maintain the records described in Section 5.1 and all other documents produced as a result of this Agreement in accordance with the Records Retention policy set forth by the Office of the Secretary of State.
 - 5.4. Written Agreements. Any expenditure or obligation of the Transit Project(s) Amount by AUGUSTA-RICHMOND COUNTY to a third party must be pursuant to a written agreement.

6. **PAYMENT.** GDOT shall make full payment to AUGUSTA-RICHMOND COUNTY of the Transit Project(s) Amount within thirty (30) days of receipt of an invoice from AUGUSTA-RICHMOND COUNTY. The related invoice template is attached hereto as Exhibit B. The Transit Project(s) Amount cannot be used for anything other than funding the Transit Project(s) identified in the TTFP Application. To the extent any portion of the Transit Project(s) Amount is used for anything other than the Transit Project(s) identified in the TTFP Application, AUGUSTA-RICHMOND COUNTY will immediately reimburse such funds to GDOT. The Statement of Project Expenditure (SOPE) form, attached hereto as Exhibit C, shall be completed and submitted by the AUGUSTA-RICHMOND COUNTY at GDOT's request and used to detail Transit Project(s) Amount expenditures and remaining balance (if any). The SOPE form shall be completed and submitted by the AUGUSTA-RICHMOND COUNTY upon completion of the Transit Project(s) and used to detail Transit Project(s) Amount expenditures and remaining balance (if any). At the end of the Term, if AUGUSTA-RICHMOND COUNTY has not obligated all of the Transit Project(s) Amount(s), all unexpended funds must be returned to GDOT. GDOT will provide AUGUSTA-RICHMOND COUNTY written notification to indicate approval of Transit Project(s) closeout and instructions on the return of unused funds, if applicable.
7. **CONFLICTS OF INTEREST.** AUGUSTA-RICHMOND COUNTY hereby attests that all of the officials of the AUGUSTA-RICHMOND COUNTY have certified and that its recipients will certify that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28) or any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the Term of this Agreement.
8. **ENFORCEABLE AND LEGALLY BINDING ACTIONS.** By entering into this Agreement, AUGUSTA-RICHMOND COUNTY warrants and represents that it has complied with all laws applicable to its participation in the Agreement and makes the Agreement binding.
9. **PARTIES BOUND.** This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.
10. **ASSIGNMENT.** AUGUSTA-RICHMOND COUNTY may not assign all or part of this Agreement to a third party without the prior written permission of GDOT, which may be granted or refused at the sole discretion of GDOT. Any assignment made in violation of this paragraph is hereby declared null and void.
11. **NOTICE.** Any notices, requests, demands, or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received unless otherwise noted in the Agreement.

AUGUSTA-RICHMOND COUNTY

Attn: Garnett L. Johnson

Title: Mayor

Phone: 706-821-1831

Email: mayorjohnson@augustaga.gov

Georgia Department of Transportation

Attn: Leigh Ann Trainer,

Title: Assistant Division Director

One Georgia Center, 600 W Peachtree NW

Atlanta, GA 30308

Phone: (404) 347-0597

Email: ltrainer@dot.ga.gov

12. **WAIVER AND SEVERABILITY.** The waiver by either Party of any breach of any provision in this Agreement shall not be deemed to be a waiver of such provision of any subsequent breach of the same or any other provision in this Agreement. Any such waiver must be in writing to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.
13. **RECITALS.** The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.
14. **SURVIVABILITY.** If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.
15. **GOVERNING LAW.** This Agreement shall be governed by Georgia law, without regard to its conflict of law provisions. Venue shall be exclusively in the Superior Court of Fulton County, Georgia, and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.
16. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party and to bind such Party to the terms and conditions of this Agreement.
17. **NO THIRD-PARTY BENEFICIARY.** Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
19. **INTERPRETATION.** Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The

headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease, or other documents shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time to time in accordance with the terms hereof.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this Agreement as of the Effective Date.

AUGUSTA-RICHMOND COUNTY

Georgia Department of Transportation

By: _____ (SEAL)
Name: Garnett L. Johnson
Title: Mayor

By: _____
Title: Commissioner

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

Attest: _____
Title: Treasurer

Date: _____

Notary Public [NOTARY SEAL]
Name: _____
My Commission Expires: _____

**GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT")
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2023 APPLICATION**

TRANSIT AGENCY AFFIDAVIT AND CERTIFICATION

I, Sharon Dottery (Name), the Transit Director (Title),

on behalf of Augusta Transit (Transit Agency), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. The Transit Agency swears and certifies that it has read and understands the Transit Trust Fund Program ("TTFP") General Guidelines and that it has complied with and will comply with the same.

The Transit Agency further swears and certifies that it has read and understands the provisions set forth in 2 CFR 200; Federal Transit Administration (FTA) Circular 5010.1E, Award Management; 9030.1E, Urbanized Area Formula Program; 9040.1G, Formula Grants for Rural Areas; 4220.1F, Third Party Contracting Guidance; the FTA Master Agreement; applicable portions of Federal Acquisition Regulations (FAR), including subpart 31.6; and Official Code of Georgia (O.C.G.A) §§ 32-9-1 through 32-9-3, 32-9-5, 32-9-9 through 32-9-11, 40-2-151.1, and 48-13-140 through 48-13-144.

Eligibility for TTFP funding mirrors FTA requirements. As required by federal financial management principles and outlined in the GDOT Transit Program Financial Management Oversight Manual, maintaining effective control and accountability for all TTFP and federal funds, property, and other assets is required. Each recipient of FTA funds is required to sign and comply with the annual FTA Certifications and Assurances. All TTFP recipients are issued a contract or Memorandum of Agreement (MOA) that includes specific reporting and compliance requirements.

Further, the Transit Agency shall be responsible for any claim, damage, loss, or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work, and other services furnished by or on behalf of the Transit Agency according to this Application ("Loss"). To the extent provided by law, the Transit Agency further agrees to hold harmless and indemnify GDOT and the State of Georgia from all suits or claims that may arise from said Loss.

If the Transit Agency fails to comply with the TTFP General Guidelines or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s), or fails to maintain and retain sufficient records, then GDOT may, at its discretion, prohibit the Transit Agency from participating in the TTFP in the future and may pursue any available legal remedy to obtain reimbursement of the TTFP funds. Furthermore, if in the estimation of GDOT, a transit project shows evidence of failure to participate in the specified tasks, equipment and materials described in the project summary included with its Application, then GDOT may pursue any available legal remedy to obtain reimbursement of the allocated TTFP funds or prohibit Transit Agency from participating in the TTFP until corrections are made to address the deficiencies or reimbursement is made. All projects identified on the project list included with Transit Agency's Application, shall be completed in accordance with all relevant Federal, State and local laws.

Transit Agency: Augusta Transit

Sharon Dottery (Signature)

Sharon Dottery, Transit Director (Name and Title)

April 14, 2023 (Date)

**GEORGIA DEPARTMENT OF TRANSPORTATION
TRANSIT TRUST FUND PROGRAM
FISCAL YEAR 2023 APPLICATION**

PROPOSED TRANSIT PROJECT DESCRIPTION

Legal Name of Applicant Organization		Augusta, Georgia
Physical Address		535 Telfair Street, Augusta, GA 30901
Mailing Address		Same
Organization Type		<input checked="" type="checkbox"/> County Government <input checked="" type="checkbox"/> City Government <input type="checkbox"/> Regional Commission <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Other (Specify) _____
Authorized Submitter (This should also be the person to whom questions about this application are to be directed)	Name	Sharon Dottery
	Title	Transit Director
	Phone #	706-821-1818
	Email	sdottery@augustaga.gov
E-Verify #		46923
Authorized Official who will Affix the Government's Seal and Execute the Contract	Name	Garnett Johnson
	Title	Mayor
	Phone #	706-821-1831
	Email	garnett.johnson@augustaga.gov
Designated Notary who will Notarize the Executing Official's Signature	Name	Nancy Morawski
	Title	Deputy Clerk of Commission
	Phone #	706-821-1820
	Email	nmorawski@augustaga.gov

Type of proposed TTFP project:	<input type="checkbox"/> Operating <input checked="" type="checkbox"/> Capital
Project Description: <ul style="list-style-type: none"> Describe the proposed TTFP eligible transit project(s). Indicate how the project complies with FTA requirements. Limit project description to two (2) pages. 	Eligible Projects: One ADA Para-transit Van. This vehicle will be equipped with a lift and wheelchair assessable. One Van for the Micro-transit service equipped with an ADA compliant ramp and Six tablets to be utilized with the Q-Ryde software for client scheduling.
Provide details certifying that TTFP funds will be additive and not supplant existing funds:	The Transit Trust Fund Program (TTFP) funds will be additional dollars used to purchase much needed vehicles and tablets to support the Transit program.

PROPOSED PROJECT BUDGET

Provide a detailed project budget in the applicable columns/rows in the table below. TTFP funds must be additive and not supplant existing funds. Please double-click in the table to enter data in highlighted cells.

Proposed Project Budget		Proposed Project Funds by Source			TOTAL
Item	Description	TTFP Funds	Local Funds	FTA Funds	Total Cost
1	ADA Para-Transit Van	120,000.00	0.0	0.0	\$ 120,000.00
2	Micro-transit Dodge Van	89,418.00	0.0	0.0	\$ 89,418.00 -
3	Acquisition ADP Hardware Tablets	3600.00	0.0	0.0	\$ 3,600.00
4					\$ -
5					\$ -
6					\$ -
7					\$ -
8					\$ -
9					\$ -
10					\$ -
Total Proposed Budget		\$ 213,018.00	\$ 0.00	\$ 0.00	\$ 213,018.00