AGREEMENT BY AND BETWEEN
TRANSIT AGENCY NAME
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 TRANSIT AGENCY NAME ("TRANSIT AGENCY"), and the Georgia Department of Transportation ("GDOT"), a public agency of the State of Georgia. TRANSIT AGENCY 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 (codified as 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 (codified as 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, the funds allocated by GDOT to the TTFP shall be distributed to counties with transit service using a formula, excluding counties covered by the Atlanta-Region Transit Link Authority ("The ATL"), as reflected in the TTFP SFY2024 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, TRANSIT AGENCY submitted the TTFP Application for the Fiscal Year 2024, which was accepted by GDOT; and

WHEREAS, GDOT has agreed to transfer the amount of Fifteen Thousand Eight Hundred Fifty-Nine and 00/100 Dollars, $15,859.00 ("Transit Project(s) Amount") to the TRANSIT AGENCY in a certain manner; and

WHEREAS, TRANSIT AGENCY 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, or until the TRANSIT AGENCY has expended or contractually obligated the entire Transit Project(s) Amount, or until the TRANSIT AGENCY has completed the Transit Project(s), whichever occurs first. (the "Term").

2. **ACCEPTANCE.** GDOT hereby makes and TRANSIT AGENCY hereby accepts the payment of $15,859.00 for the funding of Transit Project(s) described on the TTFP Application, attached hereto as Exhibit A and incorporated herein by reference, which funding will be additive and not supplant existing funds.

TRANSIT AGENCY 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.** TRANSIT AGENCY 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. TRANSIT AGENCY will account for the Transit Project(s) Amount in accordance with generally accepted governmental accounting principles. TRANSIT AGENCY 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. TRANSIT AGENCY 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, TRANSIT AGENCY will require such parties to allow and cooperate with such audits.

5.3. Records Retention. TRANSIT AGENCY 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 State.

5.4. Written Agreements. Any expenditure or obligation of the Transit Project(s) Amount by TRANSIT AGENCY to a third party must be pursuant to a written agreement.

6. **PAYMENT.** GDOT shall make full payment to TRANSIT AGENCY of the Transit Project(s) Amount within thirty (30) days of receipt of an invoice from TRANSIT AGENCY. The 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, TRANSIT AGENCY 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 TRANSIT AGENCY at GDOT's request and shall be completed and submitted by the TRANSIT AGENCY 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 TRANSIT AGENCY has not obligated all of the Transit Project(s) Amount(s), all unexpended funds must be returned to GDOT immediately. GDOT will provide TRANSIT AGENCY written notification to indicate approval of Transit Project(s) closeout and instructions on the return of unused funds, if applicable.

7. **CONFLICTS OF INTEREST.** TRANSIT AGENCY hereby attests that all of the officials of the TRANSIT AGENCY 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, TRANSIT AGENCY 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.** TRANSIT AGENCY 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.

TRANSIT AGENCY NAME	Georgia Department of Transportation
Attn: _____	Attn: Leigh Ann Trainer
Title: _____	Title: Assistant Division Director
_____	One Georgia Center, 600 W Peachtree NW
_____	Atlanta, GA 30308
Phone: _____	Phone: (404) 347-0597
Email: _____	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.

21. **EXHIBITS.** The following Exhibits are incorporated by reference into and made a part of this Agreement:

EXHIBIT A – TRANSIT AGENCY TTFP APPLICATION
EXHIBIT B – TTFP INVOICE TEMPLATE
EXHIBIT C – TTFP STATEMENT OF PROJECT EXPENDITURES FORM

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

TRANSIT AGENCY NAME

By: _____
SIGNATURE AND SEAL

Name: _____

Title: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

Date: _____

_____
Notary Public Signature and Seal

Name: _____

My Commission Expires: _____

Georgia Department of Transportation

By: _____
Title: Commissioner

Attest: _____
Title: Treasurer