

TOWNS COUNTY

MINUTES

May 20, 2025 at 5:30 PM

A Regular County Meeting was held on May 20, 2025, at 5:30 PM in the courtroom of the Towns County Courthouse.

I. Meeting Called to Order:

Commissioner Bradshaw called the meeting to order and welcomed all in attendance.

II: Presentation and Adoption of Agenda:

Commissioner Bradshaw presented the agenda; it was amended to add the Minutes from the March 18th Regular Meeting after which it was adopted.

III: Presentation and Approval of Minutes

The Minutes from the Regular Meeting on March 18, 2025, and a Called Meeting held on April 17, 2025, were presented for approval and Commissioner Bradshaw approved and signed the same as presented.

IV: Presentation/Reports/Proclamations: Callie Moore from Mountain True gave an update on Parrott Feather. After treatment of the lake in 2024 on July 4th none was visible near the surface. Bo Hatchett was able to fund this project with \$400,000.00 from the General Assembly. There was \$7,500 left in the fund and a survey of the treated area will be conducted in June to determine if any additional treatment is necessary. The dates will be posted on their webpage and Facebook. If you see questionable weeds in the lake, she asked that you put them in a Ziplock bag and contact Tony Wade for identification.

Julie Payne with the Towns County Lions Club presented a Proclamation to be signed for the 85th Anniversary of the Lions Club.

V: Old Business: None

VI: New Business: Signed an agreement with the University of Georgia Board of Regents for the County Extension office for July 1, 2025 – June 30, 2025.

Signed FY2026 Transit contract with GDOT for \$85,270 and a local match of 50% in the amount of \$85,270.00.

Signed contract with Air Methods for Airflight Insurance which is available to all Towns County citizens at no out of pocket cost. It will remain the same per transport at a maximum of \$800.00

Appointed Diane Rogers to the Towns County Board of Health, she will replace Mary Lynn Kimsey due to her retirement.

VII: Commissioner's Report: Commissioner Bradshaw asked citizens to go online to TVA and express their concerns about the Lake Chatuge Dam. Mr. Bradshaw will be attending a ATVG meeting June 9-11 in Oak Ridge, TN. Mr. Bradshaw has been in contact with Congressman Clyde who went to the TVA's chief engineer and as a result they are exploring all options. The Community Pavilion and Splashpad at the Towns County Recreation Park is almost complete.

VIII: Public Questions and Comments: County Attorney Rober Kiker gave information on the Inter-family transfer Ordinance concerning dividing property. When you inherit 3/4 acre or more you are not required to get a survey and it can be divided without subdivision rules, however it is recommended for setback and building codes.

IX: Adjourn meeting.

With no other business to conduct, the meeting was adjourned at 6:13 PM.

A handwritten signature in blue ink, reading "Brenda McKinney", is written over a horizontal line.

Brenda McKinney, County Clerk

A handwritten signature in blue ink, reading "Cliff Bradshaw", is written over a horizontal line.

Cliff Bradshaw, Sole Commissioner

TOWNS COUNTY AGENDA
County Meeting
May 20, 2025
5:30 pm

- Meeting Called to Order
- Presentation and Adoption of Agenda
- Presentation and Adoption of Minutes
 - Called County Meeting 4-17-2025
- Presentations/Reports/Proclamations
 - Callie Moore Mountain True- Update on Parrott Feather
 - Julie Payne- Towns County Lions Club Proclamation
- Old Business
 - NONE
- New Business
 - Sign Agreement with University of Georgia Board of Regents
 - Sign FY2026 Transit Contract with GDOT
 - Sign Contract with Georgia Department of Corrections for 1 detainee crew
 - Sign Contract with AirMethod for Airflight Insurance
 - Appoint Diane Rogers to the Towns County Board of Health
- Commissioner's Comments
- Public Questions and Comments
- Adjourn meeting.

It is the policy of Towns County that all county sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the (706)896-2276 or email financedirector@townscountyga.com prior to the scheduled meeting or event to request an accommodation.

MountainTrue parrot feather update at May 20th Towns County Commissioner's meeting
Callie Moore, Western Regional Director
callie@mountaintrue.org; 828-361-0569

First of all, no parrot feather has been documented in Lake Chatuge so far this summer, which is definitely something to celebrate! However, we aren't under any illusion that it's gone for good and ask that homeowners and lake users remain vigilant and report any sightings ASAP!

There is approximately \$7,500 left from last year's Georgia General Assembly allocation for addressing parrot feather in the Georgia portion of Lake Chatuge. We are making plans to have the area that was treated last year surveyed in mid-June, unless we document a significant population before then. Although these surveys will be carried out by a Georgia-based company called Southeastern Consulting, the treatment plan - when/if needed - will be similar to what Aqua Services was doing last summer. Dates of surveys and/or treatments will be posted on SaveLakeChatuge.org and on MountainTrue's website (mountaintrue.org) and Facebook page (<https://www.facebook.com/mountaintruewest>).

MountainTrue is also working to develop attractive educational signage about parrot feather and other aquatic weeds to post at Mayor's Park, Lloyd's Landing, and the Georgia Mountain Fair boat ramp area so that future lake users will be aware of the infestation we had and how to help avoid such a problem in the future. These signs will be targeted to casual observers, not just motor boat owners.

Fish & aquatic life need native, non-invasive aquatic plants for spawning and nursery areas, as well as for cover from predators. Some fish and their fry eat aquatic plants and the algae and small animals that are attached to the stems and leaves. Green aquatic plants are also an important source of dissolved oxygen in the lake. Not all aquatic plants are parrot feather, but if you're concerned that plants you're seeing might be, try to get a sample, put it in a plastic ziploc-type bag with some water, and send Tony Ward an email (tony@mountaintrue.org). Photos from the plastic bag of the plant in the water will be the most helpful for the ID. And he'll need an address or coordinates from where you saw/grabbed it.

MountainTrue is currently holding a little over \$382,500 in the Parrot Feather Fund. This represents all of the funds raised by Save Lake Chatuge and MountainTrue last year plus some interest. The bulk of the Fund is an interest bearing account with ~\$12,000 in a checking account so that it's easily accessible anytime we need it to pay for a survey or spot treatment.

The Parrot Feather Treatment Fund is a designated fund (by IRS guidelines) that was set up for the purpose of treating and educating about nonnative invasive aquatic weeds in Lake Chatuge. MountainTrue cannot just take money out of this fund for other purposes, no matter how laudable they might seem. Also, we will likely need those funds for their intended purpose in the next 2-3 years, if not this summer.

MountainTrie parrot feather update at May 20th Towns County Commission's meeting
Cathy Stone, Western Regional Director
Tel: 800-451-0838

First of all, no parrot feather has been documented in Lake Chatuge so far this summer, which is definitely something to celebrate! However, we aren't under any illusion that it's gone for good and ask that homeowners and lake users remain vigilant and report any sightings ASAP!

There is approximately \$7,500 left from last year's Georgia General Assembly allocation for addressing parrot feather in the Georgia portion of Lake Chatuge. We are making plans to have the area first was treated last year surveyed in mid-June, unless we document a significant population before then. Although these surveys will be carried out by a Georgia-based company called Southeastern Consulting, the treatment plan - which is needed - will be similar to what we did last summer. Later in the summer, we will be doing more surveys and treatments will be based on the results. You can find more information on MountainTrie's website (www.mountaintrie.com) and Facebook page (<https://www.facebook.com/mountaintrie>).

MountainTrie is also working to develop attractive educational signage about parrot feather and other aquatic weeds to post at Mayor's Park, Lloyd's Landing, and the Georgia Mountain Fair. Boat ramp areas so that future lake users will be aware of the infestation we had and how to help avoid such a problem in the future. These signs will be targeted to casual observers, not just motor boat owners.

Fish & aquatic life need native, non-invasive aquatic plants for spawning and nursery areas, as well as for cover from predators. Green fish and their larvae aquatic plants and the algae and small animals that are attached to the stems and leaves. Green aquatic plants are also an important source of dissolved oxygen in the lake. Most small aquatic plants are parrot feather, but if you're concerned that plants you're seeing might not be a sample, but in a plastic ziplock-type bag with some water, and send Tony via email (tony@mountaintrie.com). Photos from the plastic bag of the plant in the water will be the most helpful for the ID. And tell us an address or coordinates from where you saw it.

MountainTrie is currently holding a little over \$25,000 in the Parrot Feather Fund. This represents all of the funds raised by Save Lake Chatuge and MountainTrie last year plus some interest. The bulk of the fund is an interest-bearing account with \$12,000 in a checking account so that it's easily accessible anytime we need it to pay for a survey or boat treatment.

The Parrot Feather Treatment Fund is a designated fund (try it's guidelines) that was set up for the purpose of treating and educating about non-invasive aquatic weeds in Lake Chatuge. MountainTrie cannot just take money out of this fund for other purposes, no matter how valuable they might seem. Also, we will likely need those funds for their intended purpose in the next 2-3 years, if not this summer.

Towns County Lions Club 85th Anniversary Proclamation

WHEREAS: The Towns County Lions Club is a member of Lions Clubs International, the world's largest service club organization with 1.4 million members in 49,000 clubs in more than 200 countries and geographical areas;

WHEREAS: The Motto of Lions Clubs International is "We Serve" and the Towns County Lions Club is a valuable service club in the community; and

WHEREAS: The Towns County Lions Club has been serving the public since its founding in February 1940; and


WHEREAS: The Towns County Lions Club serves to fulfill the Lions Clubs International's Global Causes: Childhood Cancer; Diabetes; Disaster Relief, the Environment, Hunger, Humanitarian, Vision & Youth, and

WHEREAS: The Towns County Lions Club participates in a number of local community events though donations and volunteer hours including all events at the Georgia Mountain Fairgrounds and Hamilton Gardens, Give- A- Christmas Project to area children in need, Eye Care/Eye Glasses to those in need, Towns County High School scholarships, STAR Student/Teacher sponsor, Towns County Food Pantry, Save Lake Chatuge, Almost There, Enotah Casa and Lake Chatuge Rotary Club, and

WHEREAS: The Towns County Lions Club has supported various Georgia Lions and Lions Clubs International charitable causes including Hurricane Helene Relief, Georgia Lions Lighthouse, Georgia Lions Camp for the Blind, LCIF, Learning Ally, Leader Dog, Camp Kudzu, Joshua's LEGO Project and Children's Healthcare of Atlanta's PJ Project;

NOW, THEREFORE BE IT PROCLAIMED, that the Towns County Lions Club's 85th Anniversary will be celebrated throughout the year of 2025 in honor of their ongoing excellent service to the community.

Signed this 20th day of May, 2025, Cliff Bradshaw, Commissioner of Towns County, Georgia.



Cliff Bradshaw, Towns County Commissioner



UNIVERSITY OF GEORGIA
EXTENSION

Northeast District Extension

1225 S. Lumpkin Street

Athens, GA 30602

Phone: 706-542-9171

Email: jkempf80@uga.edu

TO: CEC Jacob Williams
County Extension Coordinator

FROM: Denise Everson
NE District Extension Director

RE: FY2026 Annual Financial Agreement Budget

It is time to review the county budget for the contract period of: July 1, 2025 - June 30, 2026.

The County Memo will need to be printed on county letterhead. Both the Memo and the Budget should be reviewed and signed by the appropriate official(s).

Remember, per the MOU, any COLA given to county employees should also be applied to Extension employees. If there are salary increases, please complete the Salary Increase Form and return it with this Agreement. If any information in this document is incorrect, please ask for a revision. Please sign, date, and return documents to the District office.

Thank you,
Jennifer M. Kempf
Northeast District Business Manager

Commit to Georgia give.uga.edu

An Equal Opportunity, Affirmative Action, Veteran, Disability Institution

Date:

To: Denise Everson
Northeast District Extension Director

From: Mr. Cliff Bradshaw
County Commissioner
Towns County
Board of Commissioners

RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

The attached Budget is for: Salary, SS/Med, and benefit costs
Budget is for the period: July 1, 2025 - June 30, 2026.
The University will bill: Quarterly for Actual Expenses

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above, and only the benefits listed. All other benefits will be charged to the State.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that final billing be sent within 60 days of contract end date.


County Extension Coordinator
Date 6/16/25


County Representative
Date 5/20/25

Other (if necessary)

District Extension Director Date

Associate Dean for Extension, CES Date

Other (if necessary)

Towns County

Board of Commissioners

July 1, 2025 - June 30, 2026

* Per the MOU, any COLA given to county employees should also be given to Extension Employees

POSITION		BUDGET PERIOD		Salary	FICA (7.65%)		OTHER FRINGE			TOTAL BUDGET
Select	Name	Current	July 1 - June 30		OASDI (6.2%)	HI (1.45%)	RETIREMENT	Travel	Operating	Other*
ANR - Agent - CEC	Jacob Williams	\$5,405.92	\$5,676.22	\$5,676.22	\$ 351.93	\$ 82.31	TRS \$ 1,243.66			\$ 7,354.11
4-H - CEPA	Kerri Bradshaw	\$4,741.23	\$4,978.29	\$4,978.29	\$ 308.65	\$ 72.19	TRS \$ 1,090.74			\$ 6,449.87
Admin Assist	Katherine Terranova	\$415.00	\$515.00	\$515.00	\$ 31.93	\$ 7.47	N/A \$			\$ 554.40
										\$ -
										\$ -
										\$ -
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TOTALS		\$10,562.15	\$11,169.51	\$11,169.51	\$692.51	\$161.96	\$2,334.40	\$0.00	\$0.00	\$14,358.38

BILL TO THE FOLLOWING NAME AND ADDRESS

Towns County Board of Commissioners
48 River Street, Suite B
Hiawassee, GA 30546

FISCAL CONTACT INFORMATION

Name: Andrea Anderson, Finance Director
Email: financedirector@townscountyga.com
Phone: 706-896-2276

APPROVED BY:

[Signature]

County Official

May 20, 2025

Date

District Extension Director

Date

For District Use:

☐ Spreadsheet update

☐ Team Dynamix Update

☐ Budgeted in Financials

☐ Combo Code [HLO]

☐ Position Funding Completed



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

May 7, 2025

Cliff Bradshaw, Commissioner
Towns County
48 River Street, Suite B
Hiawassee, GA 30546

In Re: FTA 5311 – FY2026 Operating, Small and Large Capital, and Mobility Management
Project Number – T008523
Contract Amount - \$85,270.00

Dear Commissioner Bradshaw:

Enclosed for execution by Towns County is an electronic contract for FY2026 to assist with the operation of your public transit system under the FTA's 5311 Rural Assistance Program. The project contains 50% federal operating funds in the amount of \$85,270.00 and a local match of 50% in the amount of \$85,270.00.

Instructions on how to complete the electronic contract have been attached for your convenience. Please refer to these instructions as needed to complete the electronic process.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until your agency receives a written "Notice to Proceed" from GDOT's Intermodal office. *Towns County must comply with all applicable FTA regulations, policies, procedures and directives, specifically FTA Circular 4220.1G as it relates to third-party contracting and procurement.*

If you have further questions, please do not hesitate to contact your District PTS, Zinia Pruna-Franklin, at (770) 533-8971 or ZPruna-Franklin@dot.ga.gov.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Smith".

Patricia Smith
Transit Program Manager

PS:LP
Enclosures

ELECTRONIC CONTRACT PROCESSING INSTRUCTIONS
Transit Program Subrecipient Contracts

Step 1

The Department will send via email the electronic contract to [Reviewer #1] for review. Once [Reviewer #1] has reviewed the document, the contract will automatically forward to the Chairperson, Mayor, Executive Director, Sole Commissioner, or City Manager's office for signature & county/city seal. Once the authorized official's signature & seal has been loaded onto the pages, the system will prompt to select **"adopt and sign"** then **"finish"**. The system will automatically send the contract to the designated witness for signature.

Step 2

Once the designated witness has signed, the system will then automatically send the contract to the Notary to upload his/her signature and notary seal to complete the agreement. The signature and seal will have to be on a single line. **NOTE:** To save the signature and seal, take a white sheet of paper, sign it and affix the seal adjacent to the signature. Scan the signature and seal and save to the desktop or take a picture of the signature and seal using a cell phone camera and send to email to save on desktop. **The County/City "Seal" is required on this document.**

NOTE: PLEASE REMEMBER TO CROP SIGNATURE WITH SEAL

Step 3

Next, the system will give an option to **"upload"** the signature and the county/city "Seal." The signature and county/city seal have to be uploaded together, as one document, and will need to be in a **.jpeg** or **.bmp** format. A .pdf format is not acceptable. Once the signature and seal have been uploaded successfully, the system will prompt to select **"adopt and sign"** then **"finish."**

To assist you further, there is also an instructional video on how to upload the County/City Seal. Please use this link to view: <http://www.dot.ga.gov/GDOT/Pages/ElectronicContractsTraining.aspx>

Scroll down to Guides Resources, Electronic Contracts and click on plus (+). Click on "See Guide Resources" and you should be able to view the Electronic Contracts User Training Guides and Videos.

Step 4

Once the signatures and seals have been successfully uploaded, the contract will be electronically returned to GDOT to complete the execution process.

If there are any questions or if clarification is needed, please call our office **BEFORE** selecting **"Adopt and Sign."** There is a "Cancel" button to select that will allow the contract to be saved for later. Selecting **"Adopt and Sign"** before the signature and seal is attached will cause the contract to be **"rejected"** and the entire electronic contract signing process will have to be started again from the beginning.

AGREEMENT
FOR
SECTION 5311- TRANSIT OPERATING, SMALL AND LARGE CAPITAL, AND
MOBILITY MANAGEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
TOWNS COUNTY

PROJECT ID NUMBER: T008523

THIS AGREEMENT is made and entered into on _____ (the "Effective Date") by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and TOWNS COUNTY, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, 49 U.S.C. Section 5311, provides for transit operating, planning, and capital assistance for public transportation services to non-urbanized areas in the state of Georgia (the "State"); 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, Section 5311 funding is subject to the contractual provisions set forth under FTA Circular 9040.1H, FTA Circular 4220.1G, unless superseded by 2 CFR Part 200, and certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in these contract provisions; 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 duties and provide resources in order to receive said Section 5311 Funds of the Federal Transit Act ("PROJECT"); 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

WHEREAS, the funding amount awarded to SPONSOR by DEPARTMENT is set forth herein in EXHIBIT A—PROJECT SUMMARY; and

WHEREAS, under Sections 32-9-1 and 32-9-2 of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made, it is agreed by and between the DEPARTMENT and the SPONSOR that:

ARTICLE I
SCOPE AND PROCEDURE

Grants made under this Agreement are for the purpose of (A) Operating Assistance and/or (B) Capital Projects as specified in this Agreement and more specifically, as set forth in Exhibit A of this Agreement, and as requested by the SPONSOR's FY2026 - Section 5311 REQUEST FOR FUNDING, on file at the DEPARTMENT and incorporated by reference as if fully set out herein. The terms "Operating Assistance," "Capital Projects," "Mobility Management" Activities and "Capital Expenditures" shall have the meanings set forth in the FTA Circular 9040.1H.

A. Operating Assistance

- (a) This Agreement covers the obligations of the DEPARTMENT and the SPONSOR in connection with the FTA'S granting Section 5311 funds to the DEPARTMENT for operating assistance for public transportation in the Town County area. SPONSOR is responsible for carrying out the PROJECT, as set forth more fully in the Agreement and as set forth in the current Master Agreement between the DEPARTMENT and FTA. The SPONSOR agrees to comply with all the terms and conditions required by FTA.
- (b) The SPONSOR shall use the funds provided by the DEPARTMENT to operate a public transportation service in the Towns County area and the SPONSOR agrees to provide from local funding sources, excluding all available federal funds, funds to pay its local matching share of the cost of operating a public transportation service for the period of this Agreement.
- (c) The SPONSOR agrees that it, or any operator of public transportation on its behalf, will not engage in school bus operations, exclusively for the transportation of students or school personnel, in competition with private school bus operators, except as provided under Section 3(g) of the Federal Transit Act, and published in FTA regulations on school bus operations.
- (d) The SPONSOR agrees that it, or any operator of public transportation acting on its behalf, will not engage in charter bus operations outside the area within which it provides regularly scheduled public transportation services, except as provided under 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 of goods and services under this Agreement through FTA's Third-Party Contracting Requirements as set forth in FTA Circular 4220.1G.
- (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 Uniform Grant Guidance, 2 CFR Part 200, and any 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 Expenditures

(a) Acquisition of Vehicles and Equipment

- (1) Pursuant to the terms of this Agreement, the DEPARTMENT shall acquire through its procurement process for the SPONSOR the following item(s):

VEHICLES

Quantity	Description
0	Description

- (2) Upon acquisition of the vehicle listed in paragraph (a) (1) above; the DEPARTMENT shall transfer title ownership in said vehicle 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 of small capital items or service by the SPONSOR of:

SMALL CAPITAL ITEMS/PLANNING/MOBILITY MANAGEMENT

Quantity	Description
0	Description

(4) Prior to the purchase of any small capital items or services the SPONSOR shall obtain prior approval from the DEPARTMENT for the amount and items/service purchased.

- i. The SPONSOR shall accept and retain ownership in lieu of title to said PROJECT 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 DEPARTMENT as first lienholder on the Title of Certificate for the duration of the life of any rolling stock or support vehicle.
- ii. During the period of contract performance, the SPONSOR shall use the PROJECT rolling stock, support vehicle, goods, and/or service for the provisions of mass transportation service in the SPONSOR area. The mass transportation system under the terms of this Agreement shall be operated by the SPONSOR and shall serve area-wide transportation needs. The SPONSOR shall have full responsibility for the day-to-day management and operation of the system. The SPONSOR agrees to be responsible for all operating costs of the system.
- iii. During the period of contract performance, the SPONSOR shall keep accurate records, in a manner approved by the DEPARTMENT, with regard to the use of the PROJECT rolling stock; and shall submit to the DEPARTMENT, upon request, such information as is required in order to assure compliance with this Article; and shall immediately notify the DEPARTMENT in all cases where PROJECT rolling stock is used in a manner or for a purpose other than mass transportation.
- iv. During the period of contract performance, the SPONSOR shall maintain the PROJECT rolling stock, support vehicle, and goods at a level of cleanliness, safety and mechanical soundness as determined by the SPONSOR and approved by the DEPARTMENT. The DEPARTMENT and the FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Article.
- v. The SPONSOR shall maintain, in an amount and form approved by the DEPARTMENT, such comprehensive and collision insurance or self-insurance as will be adequate to replace or repair PROJECT equipment throughout the PROJECT equipment's useful life.
- vi. If at any time during the duration of the PROJECT equipment's useful life, it is determined by the DEPARTMENT that said PROJECT equipment is not being used or maintained in accordance with the terms of this Agreement or the SPONSOR is not keeping records as specified in paragraph B, subsection (iii) above of this Article, then the DEPARTMENT, at its discretion, shall require the SPONSOR to either remit ownership of the equipment to the DEPARTMENT or shall remit to the DEPARTMENT ninety percent (90%) of the fair market

value, if any, of such property. For the purpose of this Article, the fair market value shall be deemed to be the value of the property as determined by an appraisal, approved by the DEPARTMENT, conducted as soon after such misuse or withdrawal occurs or the actual proceeds from the public sale of such property, whichever is approved by the DEPARTMENT and FTA. The DEPARTMENT reserves the right to transfer ownership of the surrendered PROJECT equipment to another 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.

- vii. The SPONSOR shall be required to utilize scheduling and dispatching software procured and provided by the DEPARTMENT for the purpose of fulfilling National Transit Database (NTD) Reporting requirements.
- viii. The SPONSOR shall not permit the use of the PROJECT equipment for political purposes.
- ix. The SPONSOR shall not alter, modify or remove from the PROJECT equipment any part, component, or accessory without written consent from the DEPARTMENT.
- x. The SPONSOR will concur with the DEPARTMENT'S Transit Asset Management Group Plan (TAM) in order to keep transit assets in a state of good repair.

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 Agreement, 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 Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement 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 Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE IV
CODE OF ETHICS

No member, officer, or employee of the SPONSOR during their tenure or one year thereafter shall have any interest, direct or indirect in this Agreement or the proceeds thereof. The SPONSOR agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third-party contracts, sub-agreements, or leases financed with Federal and/or State assistance.

ARTICLE V
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal office hours review and inspect the PROJECT activities, data collected, and financial records of the SPONSOR pertaining to the PROJECT, this Agreement, and any amendment thereto.

A. Inspection of Fleet, Equipment, and Transit-related property(ies).

Authorized representatives of the DEPARTMENT, the Inspector General of the United States, and the Secretary of Transportation may at all reasonable times inspect all fleet, equipment, and transit-related properties purchased by the SPONSOR as part of the PROJECT, all transportation services rendered by the SPONSOR by the use of such fleet, and all relevant PROJECT data and records.

B. Inspection of Books, Records, and Accounts

The SPONSOR agrees to provide sufficient access to FTA and the DEPARTMENT to inspect and audit records and information related to performance of this Agreement as reasonably may be required. 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 and acquisition of Capital items 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 within the period of time set by the DEPARTMENT.

ARTICLE VI AUTHORIZATION AND APPROVAL

Time is of the essence in this Agreement and the SPONSOR shall perform its responsibilities to the PROJECT in accordance with this Agreement. It is understood and agreed by the parties to this Agreement, the SPONSOR shall satisfy the terms of this Agreement for operating assistance commencing upon the beginning of the operating period and continuing until the end of the operating period as denoted on the **EXHIBIT A-** Section 1. The Capital Improvements and the purchase of improvements or services provided under the terms of this Agreement shall be completed as defined in the **EXHIBIT A-** Section 2, Section 3, and Section 4. The work shall be carried on expeditiously and in general accordance with the scope and procedure with recognition that unforeseen events may make necessary some minor variations. It is understood and agreed this Agreement is contingent upon FTA approval of the funding assistance and distribution as described in **EXHIBIT A-PROJECT SUMMARY** for this project and that any payment to the SPONSOR by the DEPARTMENT will be made subject provisions set forth in ARTICLE VIII (Compensation).

ARTICLE VII RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent permitted by law, the SPONSOR and its sub-recipients shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents, 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 agree to indemnify and 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. These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR 's subrecipients.

ARTICLE VIII COMPENSATION

A. Operating Assistance

- (a) 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.IG for the provision of operating assistance as shown, if any, in EXHIBIT A– Section 1, as attached hereto and made a part of this Agreement as if fully set out herein, is ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY and 00/100 Dollars (\$170,540.00) 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 EIGHTY-FIVE THOUSAND TWO HUNDRED SEVENTY and 00/100 Dollars (\$85,270.00), which includes the administrative and operating costs, as established in EXHIBIT A– Section 1.
- (b) If the total estimated eligible net project cost of the SPONSOR'S public transportation service for the operating period beginning **July 1, 2025 and ending June 30, 2026** (“Operating Assistance Period”), as reflected in the final audit, is less than ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED FORTY and 00/100 Dollars (\$170,540.00) then the DEPARTMENT shall be required to pay only fifty percent (50%) of the total incurred direct administrative and operating costs.
- (c) It is further understood and agreed that any line item shown in EXHIBIT A -Project Summary may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this agreement is not changed, if said change is requested in writing by the SPONSOR and approved in writing by the DEPARTMENT.

B. Capital Acquisitions

- (a) It is understood and agreed that the total estimated eligible net Capital project cost is ZERO and 00/100 Dollars (\$0.00), as shown, if any, in EXHIBIT A–Section 2 and EXHIBIT A-Section 3, which is attached and incorporated as if fully set out herein. It is further understood the SPONSOR's local share of the project is ZERO and 00/100 Dollars (\$0.00). The DEPARTMENT'S participation in the acquisition cost of said improvements shall be ZERO and 00/100 Dollars (\$0.00) which includes the funding provided by FTA which is eighty percent (80%) of the total estimated cost of the PROJECT and funding provided directly by the DEPARTMENT, which is ten percent (10%). The DEPARTMENT shall be responsible for the purchase of or participate in the purchase of said improvements.
- (b) The period of performance for eligible capital projects (VEHICLES ONLY) will begin **July 1, 2025 and end December 31, 2026** (the “Capital Expenditures Period”).

- (c) The period of performance for eligible capital projects (SMALL CAPITAL ONLY) will begin **July 1, 2025 and end June 30, 2026** (the “Capital Projects Period”).

C. Mobility Management Activities

- (a) It is understood and agreed that the total eligible net for the SPONSOR’s Transit mobility management activities is ZERO and 00/100 Dollars (\$0.00), as shown in EXHIBIT A-Section 4. The DEPARTMENT’S maximum participation in Transit mobility management activities costs is ZERO and 00/100 Dollars (\$0.00) comprised of FTA funding in the amount of eighty percent (80%) of the estimated Transit mobility management portion of the PROJECT cost, and DEPARTMENT funding not to exceed ten percent (10%) of the estimated Transit mobility management portion of the PROJECT cost.
- (b) If the SPONSOR’s actual Transit mobility management activities cost is less than ZERO and 00/100 Dollars (\$0.00) the DEPARTMENT shall be obligated to pay only ninety percent (90%) of the actual cost. The period of performance for eligible mobility management projects will begin **July 1, 2025 and end June 30, 2026** (“Mobility Management Activities Period”).

D. Departmental Obligations

The DEPARTMENT’S maximum obligation, \$85, 270.00, as set forth above is funded by the FTA and the State. No entity of the State other than the DEPARTMENT has any obligations to the SPONSOR related to this project. This Agreement does not obligate the DEPARTMENT to make any payment to the SPONSOR from any funds other than those made available to the DEPARTMENT from the FTA. The obligation of the DEPARTMENT to pay or reimburse the SPONSOR is expressly limited to the amount of funds remitted to the DEPARTMENT by the FTA. Payments of invoices will be contingent upon the receipt of funds from the FTA, and therefore the DEPARTMENT does not make any commitment to the SPONSOR as to the timing of when payment to the SPONSOR will be made. In the event the funds made available to the DEPARTMENT by the FTA are insufficient for the PROJECT, the DEPARTMENT’s payment obligations shall not exceed the availability of such FTA funds, 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 SPONSOR wishes to alter the scope, character, complexity or duration of the PROJECT from those provisions required under the Agreement, SPONSOR shall provide prior notice to the DEPARTMENT and request an amendment to the Agreement by a Supplemental Agreement from the DEPARTMENT, which will not be effective unless executed by 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 prior written approval by the other party.

ARTICLE X PAYMENTS

A. PARTIAL PAYMENT

The SPONSOR shall submit to the DEPARTMENT monthly invoices of the Operating Assistance, Capital Projects, Mobility Management Activities and Capital Expenditures costs applicable to this Agreement incurred during the period of this Agreement and submit to the DEPARTMENT itemized invoices stating, in reasonable detail, the actual expenses incurred by the SPONSOR on the PROJECT for the invoice 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 invoices, 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 invoice and which is specifically set forth in ARTICLE I. It is agreed that under no circumstances will the DEPARTMENT be responsible or obligated to pay to the SPONSOR more than the amounts specified in Article VIII – Compensation covered under this Agreement.

The SPONSOR further expressly agrees that the DEPARTMENT may set-off against the partial payment provided hereunder, an amount equal to that amount which has been identified by either state or federal audit as an unallowable expenditure in any contract between the SPONSOR and the DEPARTMENT on which payments have been made, subject to final audit.

B. FINAL PAYMENT AND PROJECT CLOSEOUT

If a final monthly invoice is not received by the DEPARTMENT within ninety (90) days after each of the Operating Assistance, Capital Projects, Mobility Management Activities and Capital Expenditures date(s), the DEPARTMENT may, at its discretion, consider the last invoice submitted by the SPONSOR as the final invoice and may proceed with final close out proceedings. In completing the final close out, the DEPARTMENT may set-off against any remaining balance in any contract between the DEPARTMENT and SPONSOR an amount equal to the unallowable expenditure as provided for herein, under Partial Payment. If any costs covered under the terms of this Agreement are disallowed by either the DEPARTMENT or FTA, the SPONSOR, and not the DEPARTMENT or FTA shall be responsible for such disallowed costs. Upon approval of the final invoice by the DEPARTMENT, the DEPARTMENT will pay any remaining balance of compensation it owes the SPONSOR, not to exceed the DEPARTMENT'S maximum obligation set out in Article VIII. The SPONSOR agrees that the acceptance of this final payment shall be in full settlement of all terms stated under this Agreement and shall release the DEPARTMENT from any and all other claims of whatever nature whether known or unknown, for and on account of said Agreement.

IT IS FURTHER AGREED that the SPONSOR shall submit to the DEPARTMENT upon request an audited financial invoice reflecting all eligible costs incurred for the SPONSOR'S public transportation services. The audit shall be performed by an independent auditor or audit firm and shall conform to the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. The DEPARTMENT, at its discretion, may accept the independent audit or conduct its own audit at SPONSOR's cost. The DEPARTMENT reserves the right to perform an audit at any time to ensure compliance.

C. APPROVAL OF SUBCONTRACTS

Subject to the DEPARTMENT's prior approval under ARTICLE XI, the DEPARTMENT reserves the right to review all subcontracts prepared, if approved, in connection with the work required under this 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.

D. PROMPT PAYMENT OF SUBCONTRACTORS/DBEs

The SPONSOR agrees to pay each subcontractor or Disadvantaged Business Enterprise (“DBE”) subcontractor (and extends to any second-tier subcontract(s)) under this FTA funded Agreement for satisfactory performance of its subcontract no later than thirty (30) days from receipt of each payment the SPONSOR received from the DEPARTMENT’s FTA funded transit program. Any disputes that arise regarding payment to any subcontractor after the satisfactory completion of work may be brought to the attention of the DEPARTMENT, who will make a determination whether there was good cause. Any delay of payment from the above-referenced time frame may occur only for good cause following prior written approval from the DEPARTMENT. This clause applies to both DBE and non-DBE subcontractors. Failure by the SPONSOR to carry out the requirements of prompt payment without just cause, is a material breach of this Agreement with the DEPARTMENT and may result in the DEPARTMENT withholding payment from the SPONSOR until all delinquent payments have been made (no interest will be paid to SPONSOR for the period that payment was withheld, when applicable), termination of this Agreement, or other such remedy as the DEPARTMENT deems appropriate. Additionally, the SPONSOR shall not withhold retainage from subcontractors.

In Process

ARTICLE XI

SUBCONTRACTING AND ASSIGNMENT

A. SUBCONTRACTING 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 shall be approved as to form and content by the DEPARTMENT.

B. ASSIGNMENT AND NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTY AGREEMENTS

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 Federal Government is not a party to this Agreement and shall not be subject to any

obligations or liabilities to the DEPARTMENT, SPONSOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

ARTICLE XII CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XIII TERMINATION FOR CAUSE AND FOR CONVENIENCE

The Department reserves the right to terminate this Agreement for convenience or just cause at any time upon thirty (30) days written notice to the SPONSOR notwithstanding any just claims by the SPONSOR. The Termination for cause and convenience shall extend to all third-party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

ARTICLE XIV COMPLIANCE WITH APPLICABLE STATE LAWS

- A. The undersigned certifies that the provisions of O.C.G.A. §45-10-20 through 45-10-28 relating to Conflict of Interest, have been complied with in full.
- B. The SPONSOR shall comply and shall require its subcontractors and third-party operators to comply with requirements in Georgia Department of Transportation, Exhibit B, Certification Of Sponsor, Compliance with State Audit Requirement, attached hereto and made a part of this Agreement as if fully set out herein.
- C. The SPONSOR certifies that the provisions of O.C.G.A. §50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been or will be complied with in full, as stated in EXHIBIT C of this Agreement.
- D. The SPONSOR shall comply with and require its consultants to comply with the requirements in Georgia Department of Transportation, Georgia Security and Immigration Compliance Act Affidavit, EXHIBIT D.

- E. The SPONSOR shall comply and require its subcontractors to comply with the requirements of Executive Order No. 13153, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging December 30, 2009, incorporated by reference and made a part of this Agreement as if fully set out herein.
- F. The SPONSOR shall comply with the provisions of O.C.G.A. §16-10-6 relating to elected officers of a political subdivision who sell any personal property to political subdivisions of there are officers.
- G. Pursuant to O.C.G.A. §50-5-85, the SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- H. The SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit J which is hereby made a part of this Agreement as if fully set out herein.
- I. The SPONSOR shall comply with the current State Management Plan (most recently updated as of October 1, 2020), and any other guidance that the Department may promulgate from time to time.
- J. The SPONSOR is, and shall at all times be, in compliance with the provisions of O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 et seq., and O.C.G.A. § 36-80-23(b), relating to the "Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation", as stated in EXHIBIT K of this Agreement.

ARTICLE XV

COMPLIANCE WITH APPLICABLE FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

- A. The SPONSOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this PROJECT.
- B. SPONSOR shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between the DEPARTMENT and FTA, as they may be amended or promulgated from time to time during the term of the contract. SPONSOR's failure to comply shall constitute a material breach of the Agreement.
- C. Civil Rights Requirements
 - (a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, SPONSOR shall not discriminate

against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. SPONSOR shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

- (b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, SPONSOR shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. SPONSOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to Race, Color, Religion, Gender Identity, National Origin, Sex, and Sexual Orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, SPONSOR shall comply with any implementing requirements FTA may issue.

- (c) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, SPONSOR shall refrain from discrimination against present and prospective employees for reason of age. SPONSOR shall also comply with any implementing requirements FTA may issue.

- (d) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, SPONSOR shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. SPONSOR shall also comply with any implementing requirements FTA may issue. SPONSOR shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

- D. The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual

provisions, as stated in FTA Circular 4220.1G, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The SPONSOR shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

- E. The SPONSOR agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- F. The SPONSOR shall comply and require its consultants or third-party operator 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.
- G. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).
- H. For all contracts that involve the employment of mechanics or laborers, the SPONSOR shall comply with the Prevailing Wage Requirements, Anti-Kickback” Prohibitions, and Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.
- I. The SPONSOR agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities.
- J. According to 49 CFR Part 605, a SPONSOR is prohibited from providing school bus service in competition with private school bus operators unless the service qualifies and is approved by the FTA Administrator under an allowable exemption.
- K. The SPONSOR, subrecipient or subcontractor shall not discriminate on the basis of Race, Color, Religion, Gender Identity, National Origin, Sex, Sexual Orientation in the performance of this contract. The SPONSOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the SPONSOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (a) Withholding monthly progress payments;
 - (b) Assessing sanctions;

- (c) Liquidated damages; and/or
 - (d) Disqualifying the SPONSOR from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- L. SPONSOR shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. SPONSOR shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
- M. The SPONSOR agrees to comply with the current Federal substance abuse regulations: (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq. (b) Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. (c) Participation in Drug and Alcohol Testing Program: Participation in the Agency's drug and alcohol testing program, established in accordance with 49 C.F.R. Part 655 .
- N. In all contracts at all tiers expected to equal or exceed \$25,000, the SPONSOR agrees to comply with mandatory standards and policies of FTA Master Agreement §39(b) to promptly provide notice related to fraud, waste, abuse, or other legal matters, as follows:
- (a) For the purposes of Subsection N., "Recipient" refers to the DEPARTMENT. The SPONSOR must promptly notify the Recipient, who will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the SPONSOR or Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or SPONSOR (Third Party Participant). It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal

indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(b) *Flow-Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the SPONSOR must promptly notify the Recipient, who will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. DEPARTMENT is required to include this notification requirement in its Third-Party Agreements and must require each Third-Party Participant, including SPONSOR, to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and

without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

O. The SPONSOR shall comply with the prohibitions of 2 CFR 200.216 on certain telecommunications and video surveillance services or equipment as follows:

(a) Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(4) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(5) For the purposes of Subsection O., "Recipient" refers to the DEPARTMENT and sub recipient refers to the SPONSOR.

ARTICLE XVI

TERM

This Agreement shall be effective as of the Effective Date above and shall terminate upon the expiration of the Capital Expenditures Period, unless terminated earlier under Article XIII of this Agreement (the "Term").

ARTICLE XVII

INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:

A. It is understood that the SPONSOR (*complete the applicable statement*):

☒ shall, obtain coverage from SPONSOR's private insurance coverage or cause SPONSOR'S consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XVII (Insurance) of the Agreement.

B. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

(a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

(b) Professional Liability (Errors and Omissions) Insurance with limits of at least:

- (1) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (2) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- (3) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- (4) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this

PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

- (c) Workmen's Compensation Insurance, "in accordance with the laws of the State of Georgia."
- (d) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- (e) The insurance certificate must provide the following:
 - (1) Name, address, signature and telephone number of authorized agents.
 - (2) Name and address of insured.
 - (3) Name of Insurance Company.
 - (4) Description of coverage in standard terminology.
 - (5) Policy number, policy period and limits of liability.
 - (6) Name and address of DEPARTMENT as certificate holder.
 - (7) Thirty (30) day notice of cancellation.
 - (8) Details of any special policy exclusions.
- (f) Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
- (g) If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE XVIII

EXHIBITS AND APPENDICES

This Agreement includes the exhibits and appendices as listed below, which are hereto attached and incorporated herein by reference:

- EXHIBIT A Project Summary
- EXHIBIT B Certification of Sponsor, Compliance with State Audit Requirement
- EXHIBIT C Certification of Sponsor Drug-Free Workplace
- EXHIBIT D Georgia Security and Immigration Compliance Act Affidavit
- EXHIBIT E Certification of Sponsor
- EXHIBIT F Certification of Department of Transportation, State of Georgia
- EXHIBIT G Primary Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters

- EXHIBIT H Lower Tier Sponsor Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- EXHIBIT I Reserved
- EXHIBIT J Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy
- EXHIBIT K Certification of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

ARTICLE XIX
MISCELLANEOUS

A. NOTICE & CONTACT INFORMATION. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT's and the SPONSOR's representatives may be changed during the term of this Agreement by written notification to the other party. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT
Name: Clement Solomon
Title: Intermodal Division Director
600 West Peachtree Street, NW,
6th Floor
Atlanta, Georgia 30308
Telephone #: (404) 347-0573
E-mail: csolomon@dot.ga.gov

TOWNS COUNTY
Name: Cliff Bradshaw
Title: Sole Commissioner
48 River St.
Suite B
Hiawassee, Ga. 30546
706-896-2276
bradshawcommissioner@yahoo.com

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the party, as identified by the party.

B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this

Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.

- D. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

In Process

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.

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IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

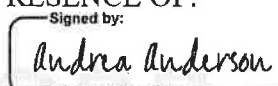
SPONSOR: TOWNS COUNTY

BY: _____
Commissioner

DocuSigned by:
BY:  7ED8A92E7EEA45F
SIGNATURE AND SEAL

Cliff Bradshaw
Name: _____
Title: Sole Commissioner

ATTEST: _____
Treasurer

IN THE PRESENCE OF:
Signed by:
Witness:  1220D56B3C46415
Name: Andrea Anderson
Title: Finance Director

FEDERAL EMPLOYER
IDENTIFICATION NUMBER:
58-1249934

DocuSigned by:
 6923B85029CC4AF
NOTARY SIGNATURE AND SEAL

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
5/9/2025

DATE
Brenda McKinney
Name: _____
My Commission Expires: 04/12/26

EXHIBIT A - PROJECT SUMMARY
TOWNS COUNTY
PROJECT ID NUMBER: T008523

FY2026 FTA 5311 Rural Transit Operating Assistance
Period of Eligible Expenses - July 1, 2025 - June 30, 2026

SECTION 1									
Item	Description	Scope/Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (50%)	State Share (0%)	Local Share (50%)
1	Operating 50%	300-A1	30.09.01	1	\$170,540.00	\$170, 540.00	\$85,270.00		\$85,270.00
	Total Admin & Operating Cost					\$170, 540.00	\$85,270.00		\$85,270.00

Funding Distribution	Amount	Fund Sources
Federal (50%)	\$85,270.00	211KA
State (0%)		
X039	\$85, 270.00	451KA
Total Estimated Operating Cost	\$170,540.00	

FTA FAIN Number:	GA-2021-011-00
FTA Project:	GA-2021-011-01-00
FTA PO:	GA-18-X039
Federal Award Date:	03/30/2021

FY2026 FTA 5311 Rural Capital Vehicles Purchases ONLY
Period of Eligible Expenses – July 1, 2025 - December 31, 2026

SECTION 2									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
0	Description	000-X0	00.00.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution	Amount	Fund Sources
Federal (80%)	\$0.00	000XX
State (10%)	\$0.00	000XX
Local (10%) Deposited at GDOT	\$0.00	000XX
Total Project Cost	\$0.00	

FTA FAIN Number:	GA-0000-000-00
FTA Project:	GA-0000-000-00-00
FTA PO:	GA-00-X000
Federal Award Date:	00/00/0000

FY2026 FTA 5311 Rural Capital Purchases Other Than Vehicles
Period of Eligible Expenses - July 1, 2025 - June 30, 2026

SECTION 3									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
0	Description	000-X0	00.00.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Capital					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution			Fund Sources		
Federal (80%)		\$0.00	000XX		
State (10%)		\$0.00	000XX		
Local (10%)		\$0.00	000XX		
Total Project Cost		\$0.00			

FTA FAIN Number:		GA-0000-000-00
FTA Project:		GA-0000-000-00-00
FTA PO:		GA-00-X000
Federal Award Date:		00/00/0000

FY2026 FTA 5311 Rural Transit Mobility Management
Period of Eligible Expenses - July 1, 2025 - June 30, 2026

SECTION 4									
Item	Description	Scope/ Suffix	FTA ALI Code	Qty	Unit Cost	Total Cost	Federal Share (80%)	State Share (10%)	Local Share (10%)
0	Description	000-X0	00.00.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total /Mobility Management					\$0.00	\$0.00	\$0.00	\$0.00

Funding Distribution			Fund Sources		
Federal (80%)		\$0.00	000XX		
State (10%)		\$0.00	000XX		
Local (10%)		\$0.00	000XX		
Total Project Cost		\$0.00			

FTA FAIN Number:		GA-0000-000-00
FTA Project:		GA-0000-000-00-00
FTA PO:		GA-00-X000
Federal Award Date:		00/00/0000

Project Summary PI#: T008523		Amount
Total Federal Cost - Operating, Capital Rolling Stock, Other Capital, & Mobility Management		\$85,270.00
Total State Cost - Capital Rolling Stock, Other Capital, & Mobility Management		\$0.00
Total Local Cost - Operating		\$85, 270.00
Total Local Cost - Capital Rolling Stock, Other Capital, & Mobility Management		\$0.00
Total Project Cost		\$170,540.00

INDIRECT COST RATE		
Approved ICR	<input type="checkbox"/>	Yes
De minimis CR	<input type="checkbox"/>	10% Fixed

CFDA:	20.509
DUNS#	078124179
SAM ID:	GZALE4SX8FL7

In Process

EXHIBIT B
CERTIFICATION OF SPONSOR COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of Sole Commissioner whose address is 48 River St. Suite B Hiawassee, Ga. 30546, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of **\$550,000.00** or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than **\$550,000.00** in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

5/9/2025

Date

DocuSigned by:



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Signature

Cliff Bradshaw

Name:

Title:

Sole Commissioner

EXHIBIT C
CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of Towns County Government
whose address is 48 River Street Suite B Hiawassee, Ga. 30546, (sponsor), and it is also certified that:

The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

A drug-free workplace will be provided for the Sponsor's employees during the performance of the contract; and

Each subcontractor hired by the Sponsor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Sponsor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with the Sponsor, (subcontractor's name) certifies to the Sponsor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

5/9/2025

Date

DocuSigned by:



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Signature

Name: Cliff Bradshaw

Title: Sole Commissioner

EXHIBIT D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: TOWNS COUNTY

Contract No. and Name: T008523 – FY2026 SEC. 5311 OPERATING, SMALL AND LARGE
CAPITAL, AND MOBILITY MANAGEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

119900

E-Verify / Company Identification Number

05/13/2008

Date of Authorization

DocuSigned by:

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Signature of Authorized Officer or Agent

Cliff Bradshaw

Printed Name of Authorized Officer or Agent

Sole Commissioner

Title of Authorized Officer or Agency

5/9/2025

Date

DocuSigned by:

6823885029CC4AF...

NOTARY PUBLIC SIGNATURE AND SEAL

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

5/9/2025

DATE

Name: Brenda McKinney

My Commission Expires: 04/12/26

EXHIBIT E

CERTIFICATION OF SPONSOR

I hereby certify that I am the Sole Commissioner and duly authorized representative of the Firm Town of Hiawasse whose address is 48 River Street Suite B Hiawasse 30546.

I hereby certify to the best of my knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting its bid the participant shall require that the language of this certification will be included in all lower tier subcontracts which exceed \$10,000.00 and that all such sub-recipients shall certify and disclose accordingly.

I also certify that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Sponsor) to solicit or secure this agreement.
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Sponsor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/9/2025

Date

DocuSigned by:



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Signature

Name: Cliff Bradshaw

Title: Sole Commissioner

EXHIBIT F
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Transit Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Transit Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

5 20 25

Date


Commissioner

EXHIBIT G
PRIMARY SPONSOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Sole Commissioner and duly authorized representative of Towns County Government, whose address is 48 River St. Suite B Hiawassee, Ga. 30546, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false invoices, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offense enumerated in paragraph (b) of this certification;
- (d) Have not within a three-year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default; and
- (e) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/9/2025

Date

DocuSigned by:

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SIGNATURE AND SEAL

Name: Cliff Bradshaw

Title: Sole Commissioner

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (Sponsors)

1. By signing and submitting this contract the Sponsor is providing the certification set out in Exhibit G.
2. The inability of the Sponsor to provide the certification required may not necessarily result in denial of participation in this covered transaction. The Sponsor shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Exhibit G, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The Sponsor shall provide immediate written notice to the Department if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The Sponsor agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.
7. The Sponsor further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A Sponsor in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sponsor may decide the method and frequency by which it determines the eligibility of its principals.
 1. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of Sponsor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 2. Except for transactions authorized under paragraph 6 of these instructions, if the Sponsor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

EXHIBIT H
LOWER TIER SPONSOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Sole Commissioner and duly authorized representative of Towns County Government, whose address is 48 River Street Suite B Hiawassee, Ga. 30546, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime SPONSOR Agreement involving the participation of Federal-Aid Transit Funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/9/2025

Date

DocuSigned by:


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SIGNATURE AND SEAL

Name: Cliff Bradshaw

Title: Sole Commissioner

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion and Other Responsibility Matters – Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower-tier participants.

1. By signing and submitting this proposal, the lower tier participant is providing the certification set out in Exhibit H.
2. The certification, Exhibit G, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "*covered transaction*", "*debarred*", "*suspended*", "*ineligible*", "*lower tier covered transaction*", "*participant*", "*person*", "*primary covered transaction*", "*principal*", "*proposal*", and "*voluntarily excluded*", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or agency may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/contract.

EXHIBIT I

RESERVED

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In Process

EXHIBIT J

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> ;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that

such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (d) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Towns County Government

SPONSOR's Name

DocuSigned by:



7ED8A92E7EEA45F...

Signature of SPONSOR's Authorized Official

Cliff Bradshaw

Name of SPONSOR's Authorized Official

Sole Commissioner

Title of SPONSOR's Authorized Official

5/9/2025

Date

EXHIBIT K
CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING
REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT
COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35- 1-17 *et seq.* for the duration of time the subject agreement is in effect.

DocuSigned by:

7ED8A92E7EEA45E

Signature of Authorized Officer or Agent

Cliff Bradshaw

Printed Name of Authorized Officer or Agent

Sole Commissioner

Title of Authorized Officer or Agent

5/9/2025

Date

Certificate Of Completion

Envelope Id: 7B382600-8F1A-440D-BC91-CBDC37F4D13C

Status: Sent

Subject: 48400-294-IGOIP2600049/TOWNS COUNTY

Source Envelope:

Document Pages: 43

Signatures: 12

Envelope Originator:

Certificate Pages: 5

Initials: 0

GDOT DocuSign Admin

AutoNav: Enabled

600 W Peachtree St, NW

Envelope Stamping: Enabled

Atlanta, GA 30308

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

gdot_contracts@dot.ga.gov

IP Address: 143.100.53.14

Record Tracking

Status: Original

Holder: GDOT DocuSign Admin

Location: DocuSign

5/7/2025 2:37:58 PM

gdot_contracts@dot.ga.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Georgia Department of Transportation

Location: DocuSign

Signer Events

Cliff Bradshaw

bradshawcommissioner@yahoo.com

Sole Commissioner

Towns County Government

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

7ED8A02E7EEM6F...

Signature Adoption: Uploaded Signature Image
Using IP Address: 38.81.80.140

Timestamp

Sent: 5/8/2025 4:51:55 PM

Viewed: 5/9/2025 9:33:04 AM

Signed: 5/9/2025 9:39:33 AM

Electronic Record and Signature Disclosure:

Accepted: 5/9/2025 9:33:04 AM

ID: 32fb3967-d5a3-47e4-83d7-d21ccbef1412

Andrea Anderson

tccommissioner@yahoo.com

Finance Director

Towns County

Security Level: Email, Account Authentication
(None)

Signed by:

1228D5C83C46415...

Signature Adoption: Pre-selected Style
Using IP Address: 38.81.80.140

Sent: 5/9/2025 9:39:37 AM

Resent: 5/9/2025 11:45:04 AM

Viewed: 5/9/2025 1:49:33 PM

Signed: 5/9/2025 1:50:20 PM

Electronic Record and Signature Disclosure:

Accepted: 5/9/2025 1:49:33 PM

ID: b17f279b-a09f-40c8-9f91-7cf1e9c50834

Brenda McKinney

tcclerk@townscountyga.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

6823885029CC1AF...

Signature Adoption: Uploaded Signature Image
Using IP Address: 38.81.80.140

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Signed: 5/9/2025 1:54:10 PM

Electronic Record and Signature Disclosure:

Accepted: 8/2/2022 9:52:25 AM

ID: 547776eb-e14f-4ffa-befa-78f12eafe77f

Russell R McMurry

catscommissioner@dot.ga.gov

Security Level: In Session

Sent: 5/9/2025 1:54:13 PM

Electronic Record and Signature Disclosure:

Accepted: 7/26/2021 12:44:29 PM

ID: 300af4e1-68da-47c5-887e-c649aaedd680

Signer Events	Signature	Timestamp
Angela O. Whitworth catstreasurerattest@dot.ga.gov Security Level: In Session Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Laura Edge transit@townscountyga.com Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 38.81.80.178	Sent: 5/7/2025 3:13:02 PM Resent: 5/8/2025 7:29:36 AM Viewed: 5/8/2025 9:50:06 AM
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Electronic Record and Signature Disclosure:
Accepted: 5/8/2025 9:50:06 AM
ID: ada7950d-5be4-4bf0-b6c6-335edf495c16

Cadman Robb Kiker robb@kikerfirm.com Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 98.23.38.213	Sent: 5/8/2025 9:50:06 AM Viewed: 5/8/2025 4:51:55 PM
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Electronic Record and Signature Disclosure:
Accepted: 5/8/2025 4:51:55 PM
ID: 4a5078e8-7b56-47cc-9a08-f3def6693030

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/7/2025 3:13:02 PM
Envelope Updated	Security Checked	5/9/2025 11:45:05 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Georgia Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Georgia Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

In Process

FW: COLWELL PDC TOWNS CO WORK DETAIL FY26

From: tccommissioner@yahoo.com (tccommissioner@yahoo.com)

To: bradshawcommissioner@yahoo.com

Date: Wednesday, May 7, 2025 at 01:56 PM EDT

From: Hodges, Charles <charles.hodges@gdc.ga.gov>

Sent: Monday, May 5, 2025 4:04 PM

To: tccommissioner@yahoo.com

Cc: Sosebee, Tina <tina.sosebee@gdc.ga.gov>

Subject: COLWELL PDC TOWNS CO WORK DETAIL FY26

Please find the work detail agreement and instructional letter attached. The Executive Summary is solely for Mrs. Sosebee's use.

Charles Hodges
Georgia Department of Corrections
Attorney III
Ph: 478-319-4642

To protect Georgians by operating secure facilities and providing opportunities for offender rehabilitation.



TOWNS COUNTY GOV ENTY LTR FY26.pdf
206.1kB



TOWNS COUNTY WOFK DETAIL AGREEMENT FY26.pdf
158.3kB



Exec Sum Work Detail FY26.doc
85.5kB



GEORGIA DEPARTMENT OF CORRECTIONS

COMMISSIONER'S OFFICE
7 MARTIN LUTHER KING, JR. DRIVE, S.W.
SUITE 543
ATLANTA, GEORGIA 30334-4900
PHONE 478-992-5253
FAX 478-992-5259



Brian P. Kemp
Governor

Tyrone Oliver
Commissioner

May 5, 2025

Via Email Only

Steve Banister Attn:
48 River Street
Suite B
Hiawassee, Ga 30546-3220
tccommissioner@yahoo.com

RE: WORK DETAIL AGREEMENTS

To Whom It May Concern:

Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original electronically, pdf format, to the facility contact's email as described in your agreement no later than June 1st. Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address charles.hodges@gdc.ga.gov. Please state NO DETAIL NEEDED in the subject line as well as the name of your entity and the GDC facility which provides your detail(s).

As a department, we use electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, the Department utilizes electronic contract records and as a result responding to paper request may result in a delay to your fully executed agreement being received in an expeditious manner.

Very Truly,
Charles Hodges
Attorney III, Contracts

Enclosure:

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
TOWNS COUNTY**

THIS AGREEMENT is entered into this 1st day of July, 2025, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Towns County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2025 through 11:59 p.m. on June 30, 2026("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that the Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

Towns County
Attn: Cliff Bradshaw, Commissioner
48 River Street
Suite B
Hiawassee, Ga 30546-3220
tccommissioner@yahoo.com

If to Department:

Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to:

Colwell Probation Detention Center
Attn: Tina Sosebee
189 Beasley Street
Blairsville, GA 30512
tina.sosebee@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

GOVERNMENTAL ENTITY:

By: Cliff Bradshaw

Print Name: Cliff Bradshaw

Title: Sole Commissioner

Date: May 20, 2025

EXHIBIT A
SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. Delivery of Services: Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department's delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried

only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. The Governmental Entity agrees to pay the Department the sum of Fifty-Four Thousand Two Hundred, Forty-Nine Dollars and Eighty Cents (\$54,249.80) per year for the Term of this Agreement. The Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. The Governmental Entity expressly agrees to pay the Department for any overtime provided by the Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Eighty-Two Dollars and Five Cents (\$282.55) per detail. Where possible, the Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

GEORGIA DEPARTMENT OF CORRECTIONS

EXECUTIVE SUMMARY

WORK DETAIL

Facility is only responsible for Highlighted Portions

NAME OF CONSULTANT/CONTRACTOR:		Put name of Contractor	
ORIGINATING UNIT:	Your facility name		
CONTACT PERSON:	Should be facility person named in the agreement		
TELEPHONE & Email:	The contact person's actual phone number		
TODAY'S DATE:			
Purchase Order Number		Effective Date	7/01/24
Account Number		Termination Date	6/30/25
Fund Code		Original Effective Date	
Department Number		Original Agreement Amount	
Fund Source		Amount of This Amendment	
Program Number		Prior Amendment Amount	
Subclass		Total Contract Amount	Amount being paid see scope compensation for amount
Project Number		Amendment Number	
		Renewal Number	
SCOPE OF SERVICES: BRIEFLY STATE THE PURPOSE OF THE AGREEMENT: Work Detail ONLY: please provide the email and contact name of the facility personnel receiving the contract and the governmental entities email and contact name here. In the event, the contact person does not have actual knowledge of the details, please include the contact information for the person with actual knowledge of the details here as well. DELETE ALL INSTRUCTIONS. ONCE THIS SECTION HAS BEEN COMPLETED			
I certify that competitive bidding is not required for the following reason: The information in this box is True and Correct: _____ <div style="text-align: right;">Signature of Contact Person</div>			

CENTRAL OFFICE USE ONLY

DIRECTOR/ APPROVAL

Date: _____

BUDGET OFFICE APPROVAL
CONTRACT ADMINISTRATION
APPROVAL

Date: _____

Date: _____

LEGAL SECTION APPROVAL

Date: _____



From: Lindsey, Marcus W.

Sent: Monday, April 21, 2025 11:29 AM

To: financedirector@townscountyga.com

Subject: Fwd: Air Methods - Towns County Community Partnership Agreement

Good morning, Andrea,

Thank you for your reply. I've attached the updated agreement and am happy to report we will be staying with the same per-transport maximum of \$800. There may have been a slight increase in the annual cap based on any population increases but as you may recall we've never come close to hitting the annual cap. Please feel free to reach back out with any questions.

Thank you so very much for the great partnership and I hope to see you all at the May meeting. Please let me know if I will be confirmed on the agenda.

Kind regards,

Marcus

Marcus Lindsey
Account Executive – North & Central Georgia
Air Methods Corporation
AirLife Georgia
Flight Requests: [888.763.1010](tel:888.763.1010)
Cell: [404.536.6322](tel:404.536.6322)

Begin forwarded message:

From: "Lindsey, Marcus W." <marcus.lindsey@airmethods.com>

Date: April 21, 2025 at 9:44:34 AM EDT

To: "Lindsey, Marcus W." <marcus.lindsey@airmethods.com>

Subject: Air Methods - Towns County Community Partnership Agreement

Marcus Lindsey | Account Executive – North & Central Georgia

AIR METHODS COMMUNITY PARTNERSHIP AGREEMENT

This AIR METHODS COMMUNITY PARTNERSHIP AGREEMENT (the "Agreement") is made and entered into effective as of June 1, 2025 (the "Effective Date") by and between **Towns County, Georgia**, having its principal place of business at 48 River Street, Suite B, Hiawassee, Georgia 30546 ("COUNTY") and **Air Methods, LLC** (fka Air Methods Corporation), a Delaware limited liability company, having its principal place of business at 5500 S. Quebec Street, Suite 300, Greenwood Village, Colorado 80111 ("AIR METHODS"). COUNTY and AIR METHODS are sometimes referred to in this Agreement individually as a "Party," and collectively as the "Parties."

WHEREAS, AIR METHODS, through its wholly-owned subsidiaries, is engaged in the business of providing emergency air medical transportation services, including from time to time to COUNTY residents; and

WHEREAS, COUNTY desires to pay the anticipated cost-sharing amounts for AIR METHODS's emergency air medical transports of COUNTY's residents; and

WHEREAS, AIR METHODS and COUNTY seek to collaborate to arrange for COUNTY to pay a cost-sharing subsidy on behalf of qualifying residents who are transported by AIR METHODS.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement, "Covered Patients" shall mean residents of COUNTY who are transported by AIR METHODS during the Term and who are (i) uninsured or (ii) beneficiaries of the Medicare program, a state Medicaid program, or any other third party payer; provided, Covered Patients shall not include any County Resident insured by a commercial health plan for which AIR METHODS is in-network and for which AIR METHODS has determined, in its sole discretion, that the resident's cost-sharing amounts shall not be paid by the COUNTY. "County Resident" means (i) a person having his or her primary residence in the COUNTY, and (ii) a person who do not have his or her primary residence in the COUNTY but who own a vacation home in the COUNTY and pay property taxes to the COUNTY on such home. "Covered Transports" shall mean emergency air medical transports by AIR METHODS of Covered Patients during the Term.

2. **TERM.** This Agreement shall be in effect for a period of one (1) year commencing on the Effective Date (the "Term"), unless sooner terminated as provided herein.

3. **COST-SHARING FEES.**

- a. **Scope.** The scope of this Section 3, including without limitation, the obligations of the Parties set forth herein, shall be limited to medically necessary Covered Transports. The Parties acknowledge and agree that medical necessity shall be determined by a Covered Patient's insurance carrier. Covered Patients are responsible for the cost of any transports that are determined not to be medically necessary.
- b. **Payment of Fees.** During the Term of this Agreement, AIR METHODS shall bill third party payers (including without limitation automobile insurance, if applicable), where applicable, for each Covered Transport. After receiving final payment from all responsible third party payer(s), AIR METHODS will bill COUNTY for the Covered

Patient's cost-sharing amount for such Covered Transport, not to exceed Eight Hundred Dollars (\$800.00) for any Covered Transport (the "Cost-Sharing Fee"), as payment in full for any remaining balance on each Covered Transport. The Parties acknowledge and agree that the Cost-Sharing Fees are intended to reasonably approximate, in the aggregate, what Covered Patients would expect to spend for cost-sharing amounts. The Parties recognize that the Cost-Sharing Fee was determined by an independent actuarial analysis in accordance with relevant guidance on such cost-sharing rates.

- c. Fee Adjustment. The Cost-Sharing Fee shall be reviewed and, as necessary, adjusted on an annual basis.
 - d. Invoicing. AIR METHODS will invoice COUNTY on a quarterly basis (on September 1, December 1, March 1, and June 1) for all Cost-Sharing Fees payable for the prior quarter. Payment of Cost-Sharing Fees shall be due within thirty (30) days of receiving an invoice from AIR METHODS. Payment shall be sent to AIR METHODS at the address provided in Section 15 below.
 - e. Covered Patient Responsibility. Covered Patients (and their legal guardians and personal representatives, as applicable) are responsible for providing AIR METHODS with a valid assignment of benefits and for assisting AIR METHODS in its efforts to secure payment from responsible third party payers. Such assistance shall include, without limitation, cooperating with AIR METHODS in filing provider appeals and member appeals, submitting relevant documentation to third party payers as requested by AIR METHODS, and participating in telephone conferences with AIR METHODS and third party payers as requested by AIR METHODS. Any payment for a Covered Transport that is sent directly to a Covered Patient (or his/her legal guardian or personal representative) from a third party payer shall be immediately remitted to AIR METHODS. Subject to the foregoing, Covered Patients are responsible for payment of any ground ambulance services rendered.
 - f. Maximum County Responsibility. The COUNTY's maximum responsibility for Cost-Sharing Fees payable by COUNTY during the Term shall not exceed Thirty-Two Thousand Nine Hundred Fifty-Seven and 50/100 Dollars (\$32,957.50).
4. **AIR METHODS TRANSPORTS.** The Parties acknowledge and agree that AIR METHODS is under no obligation to provide specific transport services as part of this Agreement. COUNTY understands that AIR METHODS, as determined in its sole discretion, may not be available to provide transport services due to weather conditions, maintenance, commitment of the aircraft to another transport, governmental market restrictions, FAA restrictions, AIR METHODS's absence from the applicable local market, weight and balance restrictions, or other factors. In addition, this Agreement does not limit the cost of any transports rendered by air or ground providers other than AIR METHODS.

5. **COUNTY OBLIGATIONS.**

- a. In the event AIR METHODS provides a Covered Transport, the COUNTY shall promptly notify AIR METHODS of such transport and provide sufficient documentation to confirm the Covered Patient's residence in the COUNTY on the date such transport was performed.

- b. As of the Effective Date, there are approximately 13,183 residents of the COUNTY. COUNTY shall immediately notify AIR METHODS, in writing, upon a material change in the number of residents. Upon AIR METHODS's receipt of such notice, the Parties shall renegotiate the Cost-Sharing Fee to account for the material change.

6. **PUBLICITY.** COUNTY may generally describe the community partnership provided by AIR METHODS under this Agreement in its brochures, websites, marketing collateral and other materials. Notwithstanding the above, COUNTY shall not use AIR METHODS' trade names, service marks, logos, or any other intellectual property related thereto, for advertising or any other purposes, without the prior, express written consent of AIR METHODS.

7. **DEFAULT AND TERMINATION.** A material breach by either Party of any representation, warranty or covenant contained in this Agreement, or the failure of either Party to comply with any material terms or conditions set forth in this Agreement, shall constitute an event of default (a "Default"). In the event of Default, this Agreement may be terminated by the non-defaulting Party and, except as otherwise set forth herein, shall be of no further force and effect thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of a Default (the "Cure Period"), unless the defaulting Party cures the Default prior to the expiration of the Cure Period.

8. **LIMITATION OF LIABILITY.** In no event, whether as a result of contract, tort, strict liability or otherwise, shall either Party be liable to the other for any punitive, special, indirect, incidental or consequential damages, including without limitation loss of profits, loss of use or loss of contract.

9. **RELATIONSHIP OF THE PARTIES.** The relationship of the Parties, as set forth in this Agreement, is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of joint venture, or agency relationship between the Parties. Neither AIR METHODS nor its employees, agents or subcontractors, if any, shall in any way be deemed to be employees, agents or subcontractors of COUNTY. Likewise, neither COUNTY nor its employees, agents or subcontractors, if any, shall be deemed to be employees, agents or subcontractors of AIR METHODS.

10. **NO REFERRAL CONTINGENCY.** The Parties agree that the benefit to each Party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either Party in any facility, controlled, managed, or operated by any Party. Each of the Parties expressly acknowledges and agrees that it has been and continues to be its intent to comply fully with all federal, state, and local laws, rules, and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration or benefit of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare, Medicaid or other payor. No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item, or product for which payment may be made in whole or in part under Medicare, Medicaid or other payor. No Party shall make or receive any payment that would be prohibited under state or federal law.

11. **CONFIDENTIALITY.** Each Party shall, and shall cause its employees, agents, and affiliates to comply with all applicable federal, state and local laws, rules, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regarding

confidentiality of Covered Patients' personal information and protected health information (as defined by HIPAA).

12. **SEVERABILITY.** In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom, shall be deemed null and void, but shall in no way affect the remaining provisions outlined herein.

13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regards to conflict of laws principles thereof.

14. **NOTICE.** Any notices, demand or communication required or permitted to be given hereunder shall be deemed effectively given when personally delivered, when actually received by overnight delivery service, or five (5) business days after being deposited in the United States mail, with postage prepaid thereon, sent certified or registered mail, return receipt requested, and in all such cases addressed as follows:

If to COUNTY:

Towns County, Georgia
48 River Street, Suite B
Hiawassee, GA 30546
Attn: County Commissioner

If to AIR METHODS:

Air Methods, LLC
5500 South Quebec Street, Suite 300
Greenwood Village, CO 80111
Attn: Vice President, Southeast Region

with a copy (which shall not constitute notice) to:

Air Methods, LLC
5500 South Quebec Street, Suite 300
Greenwood Village, CO 80111
Attention: Legal Department

15. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the Parties, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the Parties with respect to the subject matter of this Agreement.

16. **AMENDMENT AND MODIFICATION.** This Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each Party and otherwise as expressly set forth herein.

17. **NO PRESUMPTION AGAINST DRAFTING PARTY.** Each of COUNTY and AIR METHODS acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated hereby. Accordingly, any rule of law or any legal decision that

would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

18. **COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURE.** This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. Any executed counterpart to this Agreement may be delivered by facsimile, PDF or other electronic means, and any counterpart so delivered shall constitute an original for all purposes.

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement to be effective as of the Effective Date.

AIR METHODS, LLC

TOWNS COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

By:  _____

Name: Cliff Bradshaw

Title: Sole Commissioner

Date: May 20, 2025

WHEREAS, Towns County Sole Commissioner has the authority to appoint members to the Towns County Board of Health;

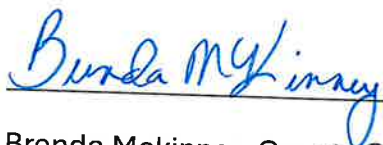
WHEREAS, a vacancy has occurred due to the retirement of long-standing member, Mary Lynn Kimsey, and

WHEREAS, it is extremely important that Towns County has a dedicated, loyal, and hard-working board member on the Board of Health, and

WHEREAS, I, Sole Commissioner Cliff Bradshaw, feels that Diane Rogers will fulfill the duties and responsibilities of the Board and will serve as an asset to both the Board of Health and Towns County Citizens, and

THEREFORE, I do hereby resolve to appoint Diane Rogers to take the place of Mary Kimsey as a member of the Towns County Board of Health.

So Resolved this 20th day of May, 2025.



Brenda McKinney, County Clerk



Cliff Bradshaw, Sole Commissioner

