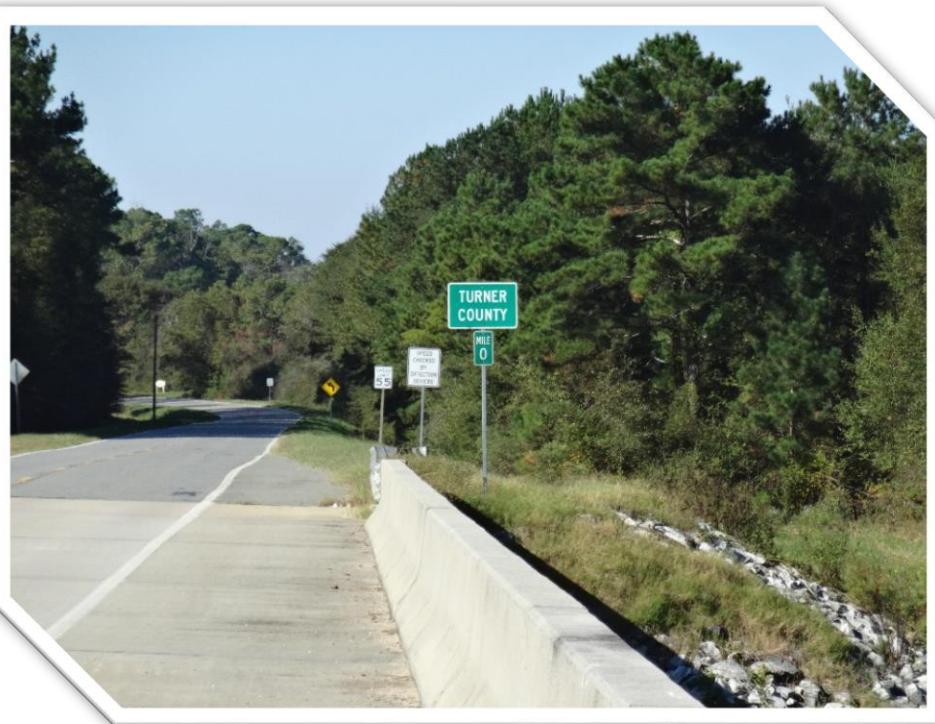


Turner County

Transit Development Plan

Prepared by the Southern Georgia Regional Commission



327 West Savannah Avenue
Valdosta, Georgia 31602

www.sgrc.us/transportation

The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect those of the Department of Transportation, State of Georgia, the Federal Highway Administration, or the Federal Transit Administration. This publication does not constitute a standard, specification or regulation.

This document is prepared in cooperation with the Georgia Department of Transportation, the Federal Highway Administration and Federal Transit Administration.

Introduction

This Transit Development Plan has been developed by the Southern Georgia Regional Commission to be a guidebook for Turner County elected officials and staff to answer basic questions about rural public transit in Turner County. This TDP will also be shared with the Georgia Department of Transportation to inform them of the rural public transit characteristics in the community.

Turner County, GDOT and the TPO (third party operator) should use this report to guide the development of rural public transit to deliver the best service possible for the residents of the community.

Demographic Analysis

Turner County, Georgia is a largely rural county in Southern Georgia. The 2010 Census lists the population for Turner County to be 8,930 persons. Since 1980 (the lowest recorded population in the county) the population slowly grew, but took a dip between the 2000 and 2010 decennial censuses. Approximately 1,439 Turner County residents, or 49% of all workers aged 16 and older commute out of the county



Crime and Punishment Museum, Ashburn, GA

Source: Michael Rivera

¹ The ACS is a 5-year sampled survey of American households, the data may include large margins of error that may or may not be presented in this

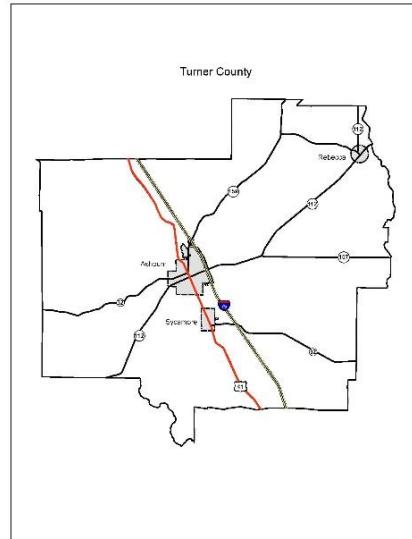


Figure 1 Turner County, Georgia.

for work every day as shown in statistics from the US Census American Community Survey (ACS)¹. This is an indication that Turner County is becoming more of a suburban or 'bedroom' community in the area. This decrease in population and large numbers of workers leaving the community can have a significant impact on providing public transit services to the residents of this largely rural county.

- Income is often an indication of the need for public transit in a community, either urban or rural. Of the peer communities of Pierce, Brooks and Cook Counties, Turner County has the lowest median income according to the US Census ACS 2008-2012. In fact, the median income in Turner County is nearly \$8,800 lower than the average of the other counties in the region. This type of information is in line with the notion that low-income communities are more likely to require the use of public transit. As was noted earlier, of the all workers 16 years of age

report. For detailed information a detailed review of the ACS data is encouraged.

Turner County Transit Development Plan

and older in the county, approximately 1,439, or about 49% commute out of the county for work. This large number of commuters suggests that this segment of the population is less likely to need public transit services as a primary means of transportation.

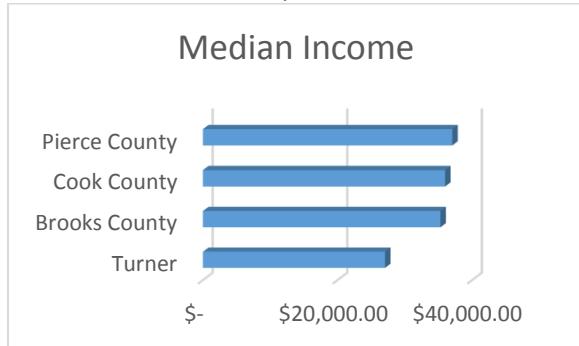


Figure 2 Median Income (2012) in Turner County.



Preparing to assist a Turner County rider.

Poverty status is often an indication of the need for and greater reliance on public transit services. In Turner County, an estimated 1,990 families are below the federal poverty level. This means that about 30% of the county's residents are in poverty under the federal definition.

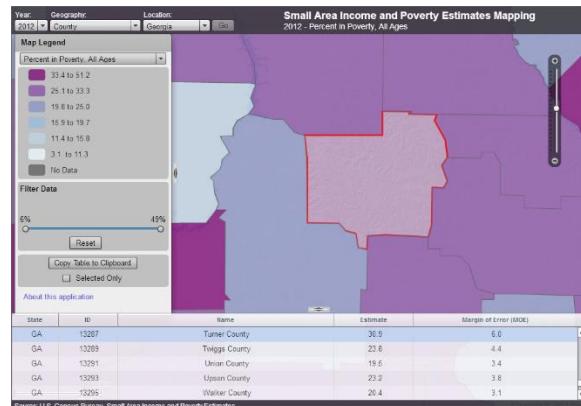


Figure 3 Percent in Poverty, Turner County, GA.

Transportation can be a large part of any families' budget, but it has a significant impact on those families that are living in poverty. Of the approximately 2,867 workers 16 years of age and older, approximately 2,176 persons have 1 or 2 vehicles available to use (2012 ACS Estimate). This indicates that while transportation is likely a higher portion of an individuals' outlays, they are still finding a way to pay for a car, gasoline and maintenance costs, or asking friends for transportation to work, appointments, and other trips which require a vehicle. While there is no direct connection between transit ridership and access to vehicles in Turner County, it may be inferred that if a public transit system is affordable and accessible to all residents that it may offset some of the costs of transportation for individuals at or below the federal poverty level.

In Turner County, about 76% of workers commute to work via a single-occupancy car or truck, and about 13 percent commuted in a carpool of at least two persons. The ACS data indicates that zero or very few persons used public transit, but that 7.8% (estimated 228 people) walked or traveled by other modes of transportation in Turner County. The nature of the large number of persons leaving the county to work correlates well with the number of drivers carpooling and driving alone to work as indicated by the data.

Turner County Transit Development Plan

For the approximately 2,867 workers 16 years of age and older, the mean travel time to work is 25 minutes. This correlates to the fact that about 49% of the workers in Turner County leave the county for work each day.

Age can be a significant determining factor for ridership in rural public transit systems. Older residents are more likely to need transportation to and from medical appointments, shopping and other daily activities. Nearly 16% of the population of Turner County is over the age of 65, indicating a significant potential ridership base for a rural public transit system.



MIDs vehicles in use

Title VI and LEP Analysis

As a recipient of federal funds, Turner County must adhere to all federal laws and regulations regarding the delivery of public transit services. As part of this, any public transit service may not discriminate against a rider on the basis of race, color, sex, or limited ability to speak the English language, among other traits, according to Title VI of the Civil Rights Act of 1964, and the Executive Orders covering Environmental Justice and Limited English-proficiency. In Turner County the population breakdown in these categories is as follows. This information along with other factors can be helpful when estimating the demand for a public transit system.

FACTOR	POPULATION
TOTAL POPULATION	8,930
RACE	
WHITE	4,886
AFRICAN AMERICAN	3,712
OTHER	267
HISPANIC	282
# IN POVERTY	2,489

Four factors are used to determine if a public transit system must provide services to persons who have limited English-proficiency. The four factors are outlined here from Turner County.

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the public transit service.

The US Census Bureau estimates that of the persons 5 years old and older in Turner County, 324 persons are linguistically isolated. The next largest language spoken at home in Turner County is Spanish. It is estimated that there is a total of 283 persons, or 3.4% of the total population that speaks Spanish. This is significantly lower than the national % of persons that speak Spanish at home.

Estimate	283
Margin of Error	+/- 56
Turner County %	3.4%
United States %	13.0%

2. The frequency with which LEP individuals come in contact with the transit service.

Turner County Transit does not have a history of LEP individuals who could not use the system. It is recommended that if needed Turner County utilize the website of the Southern Georgia Regional Commission where a Google Translator is available for potential riders to learn more about the system.

Turner County Transit Development Plan

3. The nature and importance of the transit service provided by Turner County to the LEP community.

Turner County Transit is provided as a service to riders in the county to access basic, non-emergency public transit services.

4. The resources available to Turner County and overall costs.

To provide materials in other languages for the potential riders of Turner County Transit, based on the information provided here, there does not appear to be a great need at this time that would justify the overall costs of providing these services to residents. As noted previously, it is recommended that potential riders utilize the

SGRC website at www.sgrc.us/transportation, where a Google Translator can provide for basic information on the service to LEP individuals.

ADA Analysis

Oftentimes rural public transit services like the one in Turner County provides meaningful transportation for those with ambulatory disabilities. In Turner County 921 persons have an ambulatory difficulty, meaning they have difficulty moving about under their own power. The population above age 65 accounts for 38% of those individuals with an ambulatory difficulty. The Turner County transit service is fully ADA accessible, providing vans with lifts and courteous drivers trained and willing to help riders get on and off the buses.



Railroad Crossing in Turner County, GA

Source: Michael Rivera

Evaluation of Existing Services

Turner County Transit is similar to that of other counties in the region. This section will examine how Turner County Transit compares to other communities of similar size. This section will look

at the last five years (2008-2012) of available data on the operations of the Turner County Transit service. This data will allow us to look at trends and the future growth of the transit service.

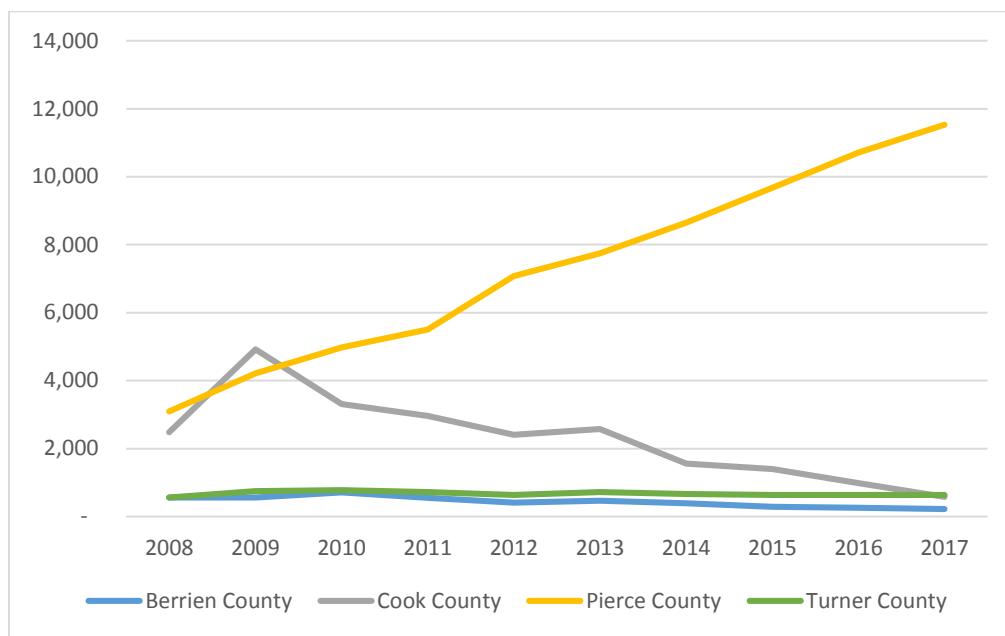


Figure 4 Trend of Public Ridership in Region Transit Systems.

Many of the transit systems in the region use purchase of service contracts (POS) to supplement the ridership and utilization of the public transit systems. This is no different in Turner County, where over the past five years, coordinated transportation (POS) has accounted for, on average, 94% of all trips annually.

Turner County currently provides an annual average of 11,685 trips in four of the last five years (excluding 2010 which has no data) using three, ADA accessible vans. Below are several charts that highlight the usage of vehicle fleets in transit systems throughout the region. Berrien County has a fleet of 3 vehicles, Cook County has a fleet of 6 vehicles, and Pierce County has a fleet of 8 vehicles.

When looking at all of the vehicle-based data as a whole, Turner County is actually doing very

well at providing public and coordinated transportation trips to residents. One way to look at how well utilized the vehicles are is how much time is remaining at the end of the year based on the operating hours of service. In Turner, County, there is actually a deficit of hours of service (32 hours annually, over 5 year average), meaning that trips are continuing even after the transit service was supposed to have stopped, and there is little additional XXXX to serve more trips. This is only one metric, though, and other data and information must be considered before taking action to expand the service.

Turner County Transit Development Plan

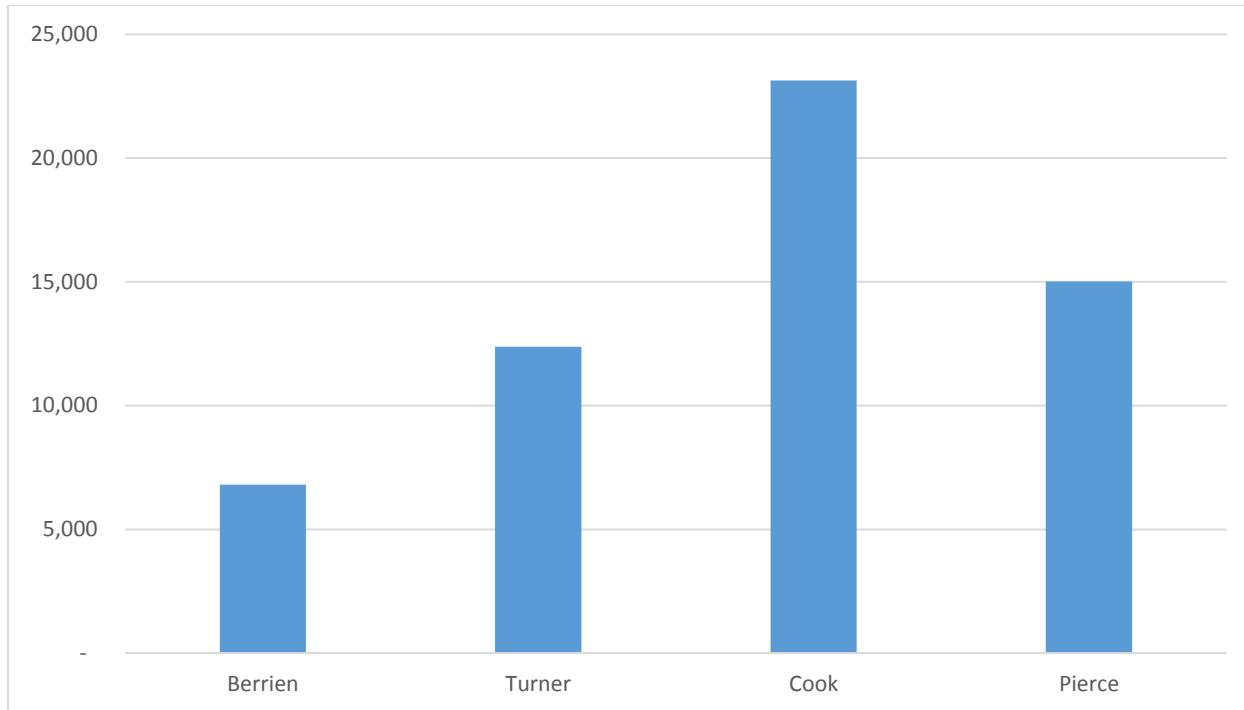


Figure 5 Annual Average Trips (5 years). While having fewer annual average trips than larger counties like Pierce and Cook, Turner County is well within the average for other counties in the region.

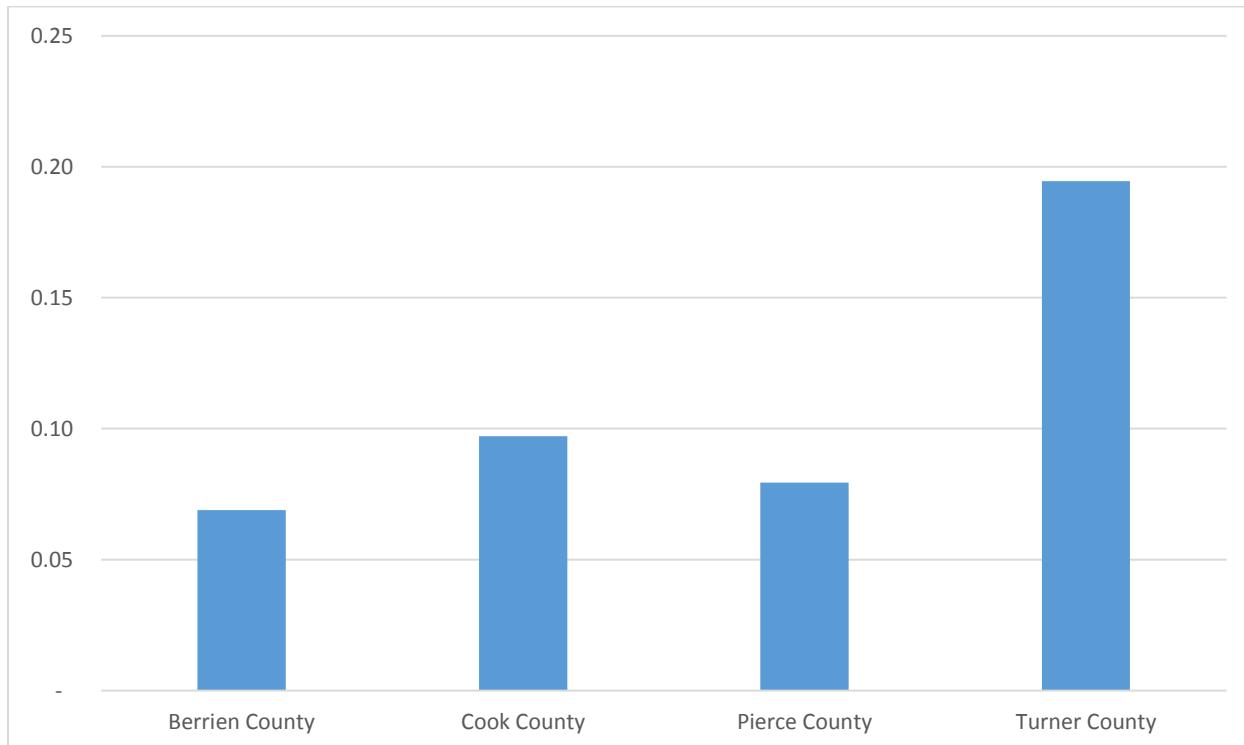


Figure 6 Annual Average Trips per Mile (5 years). Mileage in rural transit trips tends to be quite high, due to the low density characteristics of the rural landscape. In Southern Georgia, Turner County is the clear leader, averaging 0.19 trips/mile over the 2008-2012 5 year period.

Turner County Transit Development Plan

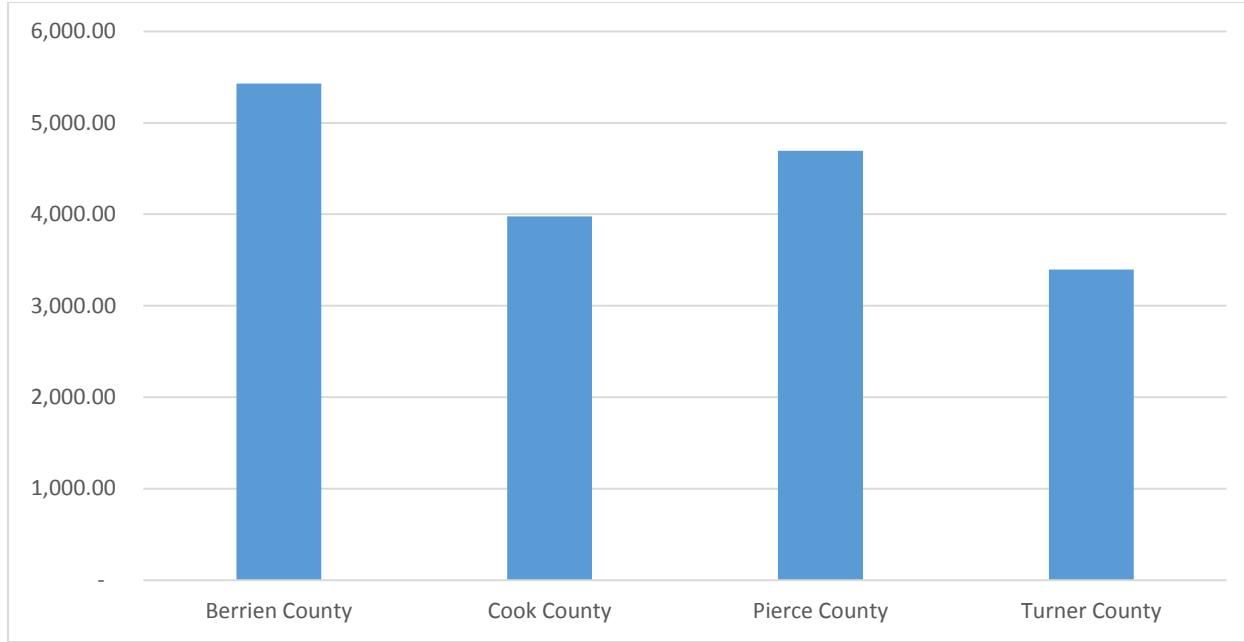


Figure 7 Annual Average Trips per Vehicle (5 years). Turner County is slightly on the low side of the average of the other regional counties for annual average trips per vehicle.

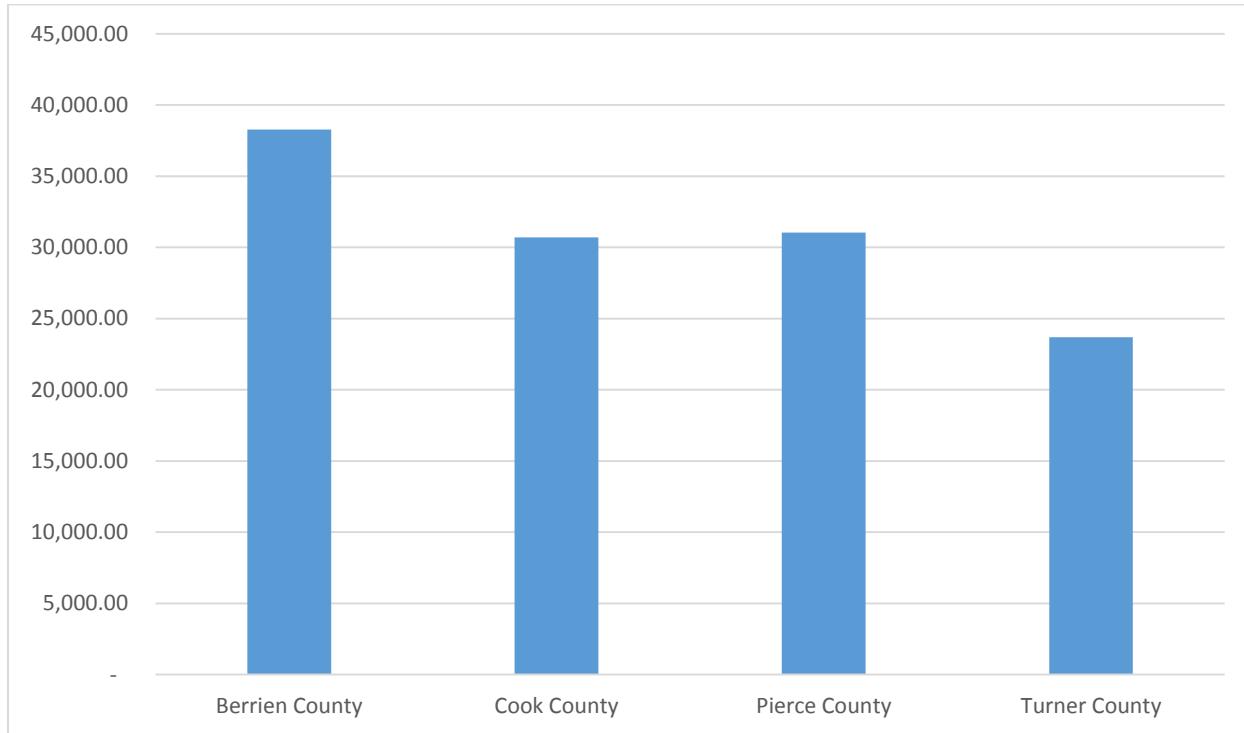


Figure 8 Annual Average Miles per Vehicle (5 years). Turner County is slightly lower than the comparative counties for the number of miles each vehicle drives annually.

Turner County Transit Development Plan

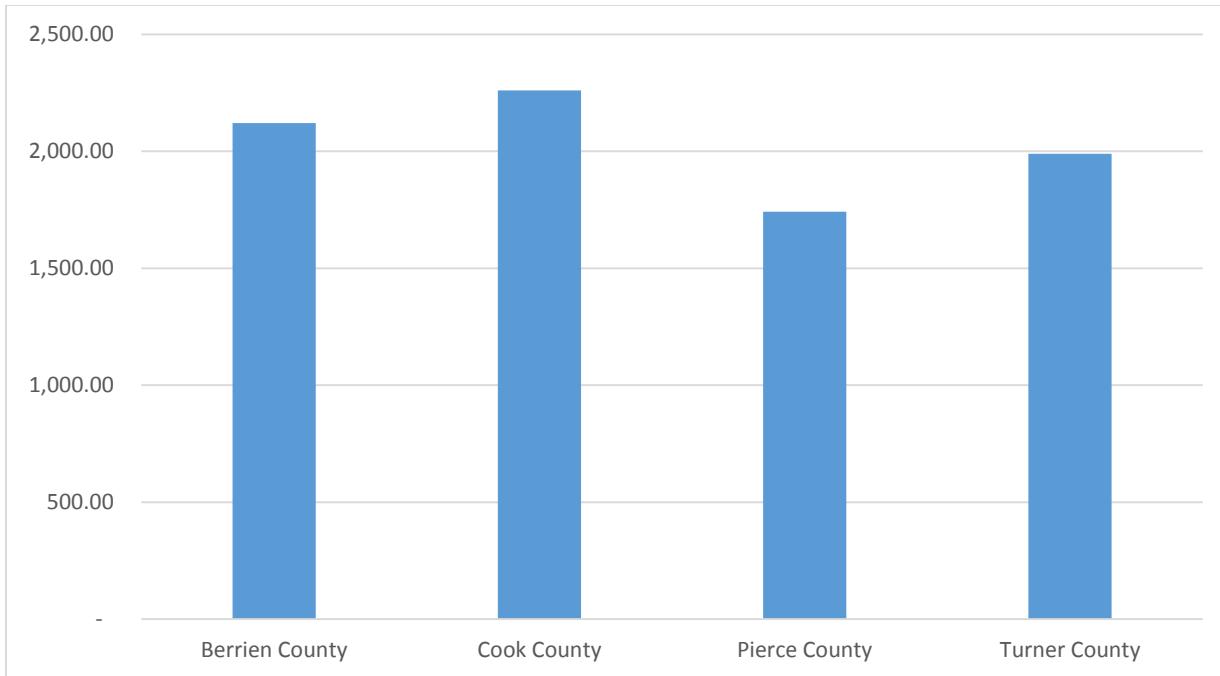


Figure 93 Annual Average Hours per Vehicle (5 years). The rural, low density development in Turner County means that transit trips are typically longer and more time is spent per vehicle and per trip travel to each destination.

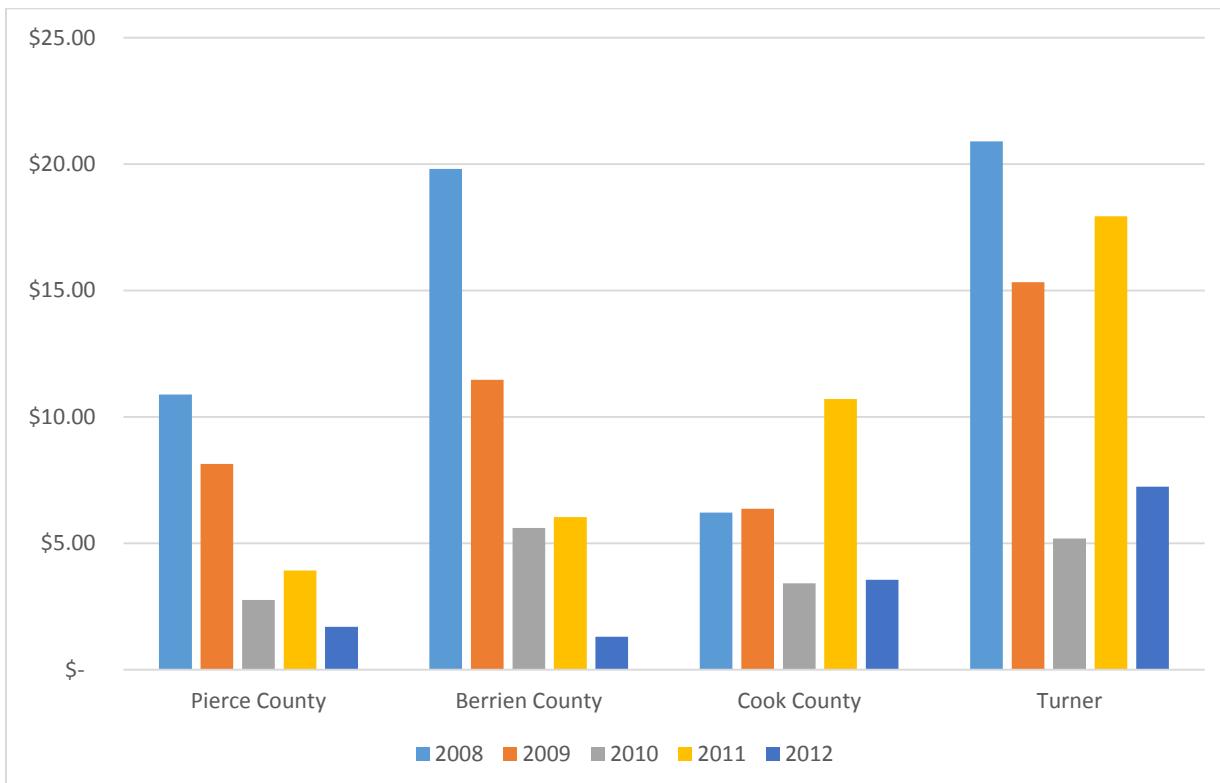


Figure 10 Average Paid by Public Riders Per Trip. In Turner County data from the National Transit Database indicates a much higher variation in cost from 2008-2012 than might be expected. This data may be incorrect, since other counties and other years are typically at or under \$10.00 per trip for public riders.

Turner County Transit Development Plan

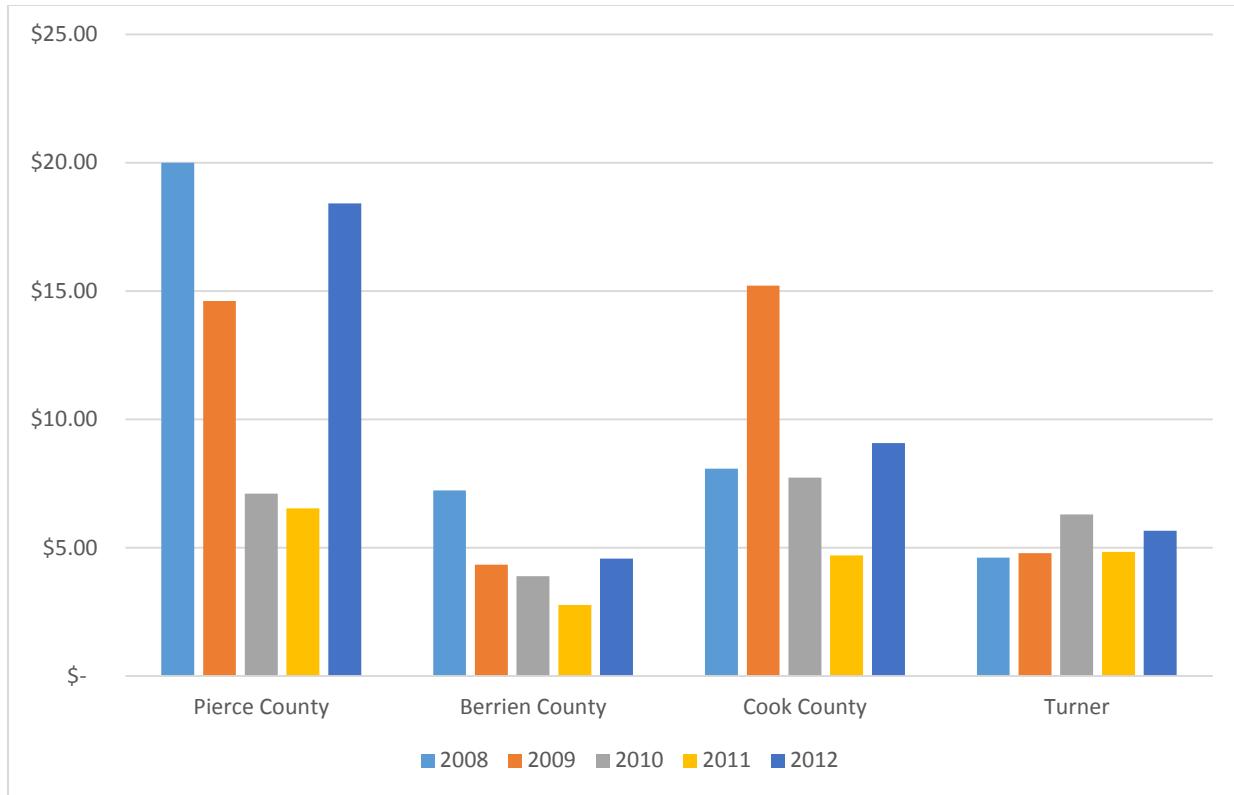


Figure 41 Average POS Cost Per Trip. Turner County supplements its local match of federal funds with POS or Purchase of Service Contracts from local human service agencies and other partners. This results in the county typically having no local expenditures.

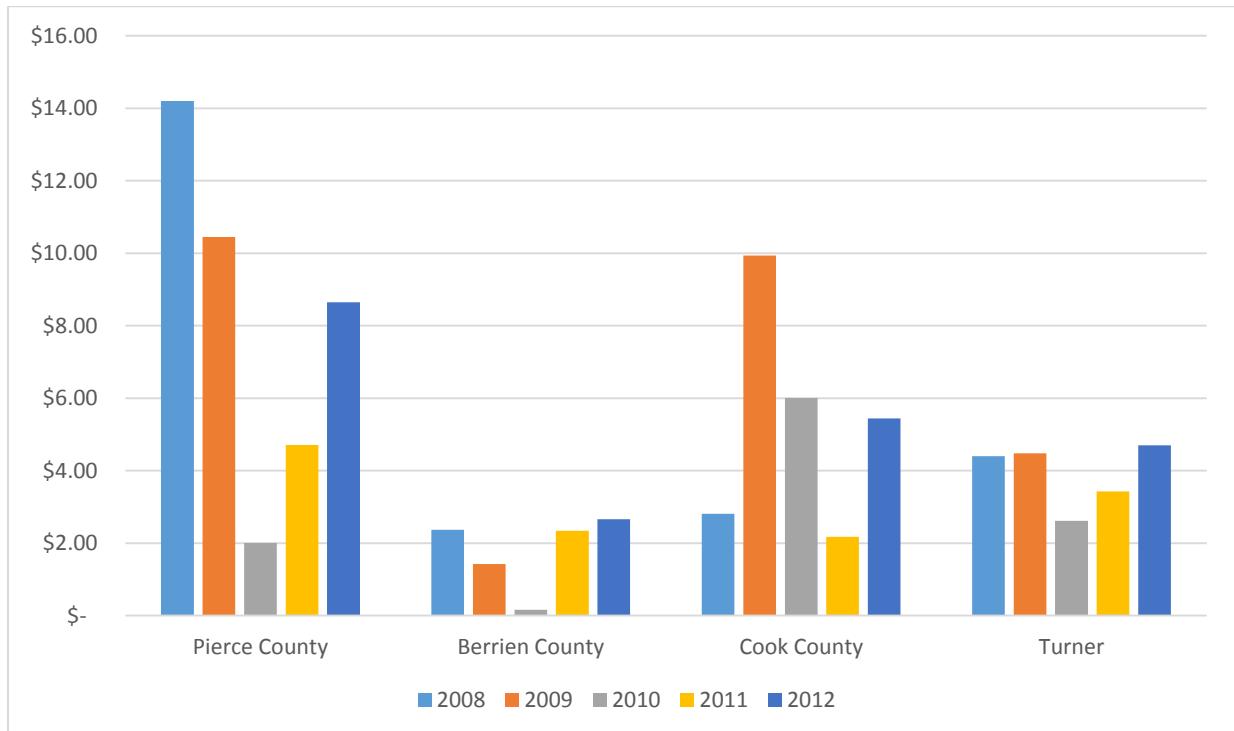


Figure 52 Average Federal Cost Per Trip. Under the 5311 Rural Transit Program the Federal Transit Administration pays up to 50% of the net operating deficit after fare box revenue.

Turner County Transit Development Plan

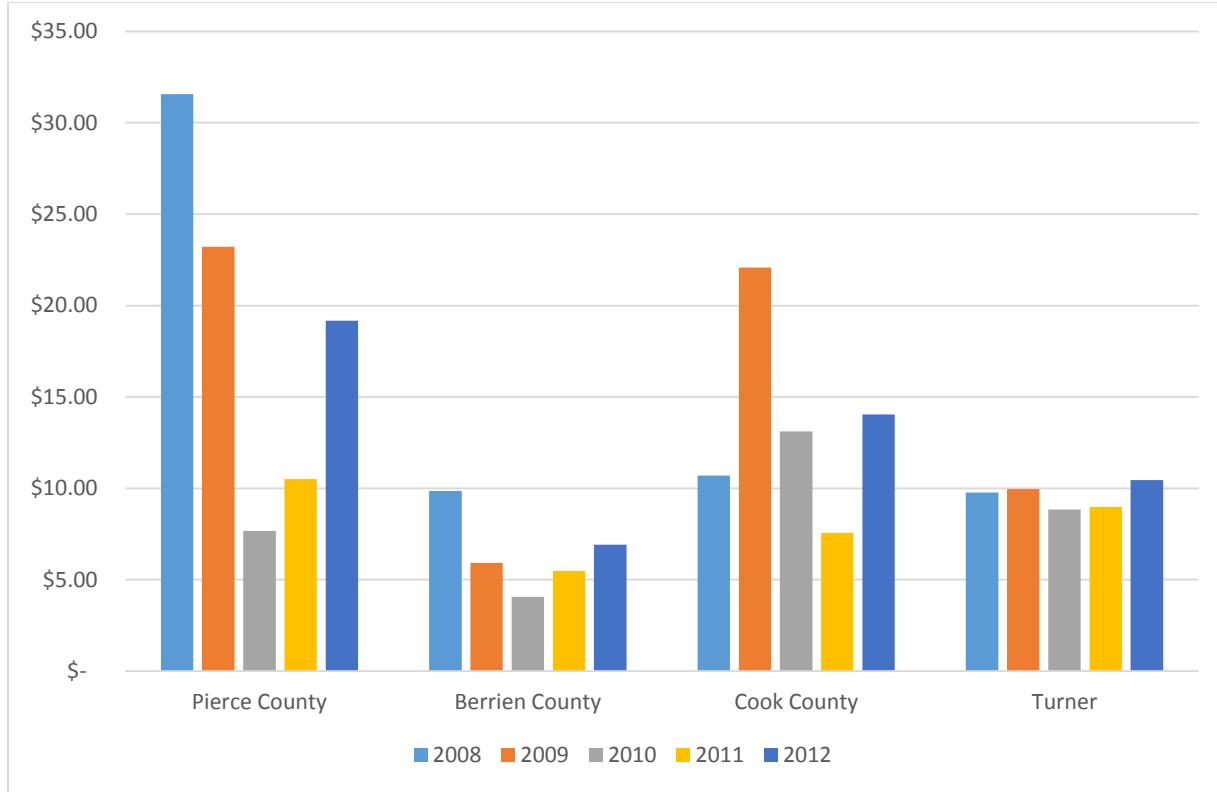


Figure 63 Average Cost Per Trip (Public & POS). The five-year average cost of a trip for all riders and all funding sources on the Turner County Transit service is \$9.60 per trip.

TPO Contract Analysis

Turner County annually signs/renews a contract with their third party operator (TPO) MIDS, Inc. to operate and provide the services of Turner County Transit to the residents of the community. This contract outlines the roles and responsibilities of the County, the TPO, and the Georgia Department of Transportation (GDOT).

In this section we will briefly review the roles and responsibilities of each party and review proposed minor changes to the contract. Included as an appendix is a revised model contract that the local government may want to consider using in the future.

Roles & Responsibilities of Turner County

Turner County is to provide the TPO with three vehicles that are in good working condition, provide for vehicle insurance (see discussion on insurance), provide assistance on obtaining POS (Purchase of Service, often contracts with local human service agencies) contracts and adopt a Drug and Alcohol Testing Policy (dated October 10, 2011).

Roles & Responsibilities of TPO

MIDS, Inc., the current TPO in Turner County is responsible for the general, day-to-day operations of the transit system, reporting requirements, and other items detailed below.

- Operate 10 hours per day, 5 days per week (7:30 a.m. – 5:30 p.m., Monday – Friday)
- Employ and supervise drivers, dispatchers etc.
- Market the system to potential riders
- Provide Liability, Workers Compensation and other insurance products as specified (see discussion on insurance)
- Provide fuel, maintenance, cleaning and repair of vehicles
- Comply with Drug and Alcohol Testing Policy

- Implement service expansions or improvements as agreed to by TPO and Turner County
- Obtain POS contracts which recover the fully allocated costs
- Permit GDOT and County to inspect service, financial and data records

The contract stipulates that the services to be provided are “curb-to-curb, shared ride, demand responsive transportation for residents of Turner County...Monday through Friday...7:30 a.m. to 5:30 p.m.” A demand responsive service is one where a rider requests a trip with 24-hour advance notice. The contract goes on to further stipulate that no passenger can be refused service within regular service hours unless there are extenuating circumstances. The contract details the requirements of dispatchers and drivers in delivering the service to riders, including licensure qualifications and training programs to be implemented by the TPO.

The contract includes a performance evaluation section the TPO shall use to evaluate the system services. Included below are these performance evaluation measures and in parentheses an indication if the service is meeting these measures in the most recent year.

1. Service shall not be duplicative of other services. (Met)
2. Monthly ridership is to exceed 500 person trips per vehicle. (2012: 1,072.83 trips/month)
3. Vehicle utilization should exceed 120 hours or 1,000 miles per month per vehicle. (2012: 5,317 mi./month; 556 hr./month)
4. Vehicles should be available for service on a daily basis. (Met)
5. Vehicle trips for POS service should recover the fully allocated costs. (2012: Avg. POS cost \$7.23)
6. Service ridership should exceed 0.5 passengers per vehicle service mile.

- (2012: 0.20 passengers/vehicle service mile)
7. System's target is to recover a minimum of 20% of its operations costs from fare box revenues. (2012: 3.427% fare box revenue)

The Turner County Transit service met all of the performance measures with the exception of items number 6 and 7. Both of these items are targets for the system to achieve, and are not interpreted to mean the system is failing or inefficient. Service ridership as measured is low due to the rural nature and long distance trips that are typical in Turner County, thus increasing the mileage for each trip. Twenty percent fare box recovery is a standard target for rural transit services, which many communities struggle to meet.

Roles & Responsibilities of GDOT

As the designated recipient of Section 5311 funding, GDOT functions as a conduit for funds and financial programming. The GDOT Intermodal Programs Division is responsible for performing the following functions (among other items) in the management and oversight of the program:

- Allocation of available funds in a fair and equitable manner,
- Development and application of evaluation criteria to select projects for funding,
- Negotiation and execution of grant contracts between GDOT and local subrecipients,
- Processing reimbursement payment requests from subrecipients, and preparing requests for Federal reimbursement,
- Monitoring and evaluation of the local provision of transportation under the program, including data collection and compilation, reporting to FTA, and ensuring compliance with state and Federal regulations,

- Provision of technical assistance to subrecipients to assist them in grants management, compliance, and the provision of safe, effective, and efficient services.

The SGRC assists GDOT in the delivery of these roles and responsibilities through a contract. The SGRC assists local governments in the development of transit plans and reports.

Insurance

As stipulated in the contract, Turner County is to provide vehicle insurance for the transit vehicles, and the TPO is to provide liability and other insurance for the vehicles and employees.

It is current GDOT policy that the local government provide vehicle insurance as part of the costs of operating a transit system.

In order to clarify the contract responsibilities and improve the language, several recommendations to modify the existing contract are included in a new model contract as an appendix to this report.

- The SGRC will provide an explanation/clarification of invoices from TPO, included as part of this report

Goals and Objectives for Transit

GDOT lays out several goals and objectives for rural public transit in Georgia. Many of them are straight forward and are discussed here. The SGRC have additional goals that impact rural public transit in Turner County. The Turner County Comprehensive Plan does not include any goals for public transit. In this section the goals and objectives will be discussed as well as how Turner County Transit is currently meeting them.

1. Basic Mobility to Serve All Georgians

In Turner County the transit service is open to all residents. Many of the current riders are seniors who have some personal mobility issues. The Georgia Department of Transportation contracts with the Southern Georgia Regional Commission to provide coordinated human service transportation for seniors and other clients on a daily basis for trip destinations such as jobs, medical appointments and shopping trips for Turner County residents.

2. Program Implementation

Turner County administers the 5311 rural public transit program through coordination with GDOT and its TPO, MIDS, Inc, meeting or exceeding the FTA program requirements. As is demonstrated through the performance criteria noted before, the Turner County Transit Service meets or exceeds most of these criteria on a daily basis.

The SGRC works with Turner County and GDOT to provide technical assistance and analysis of the transit service delivery to better inform local and state officials.

3. Efficiency and Effectiveness

The Turner County Transit System is operated in an efficient and effective manner by the county

and its TPO. Utilizing POS contracts, the TPO is able to utilize these funds to match the federal funds used to supplement the public riders. The TPO and Turner County effectively work with GDOT to provide an efficient transit system for the residents of the county.

4. Safe, Secure Quality Service

The Turner County Transit System is safe and secure, utilizing a proven training program for drivers and dispatchers. Turner County and its TPO maintain safety and driver records that provide for a safe and secure environment for the riders.

5. Accessible Service—Usable by Persons with Disabilities

Turner County Transit is committed to meet the needs of all users of the system. All vehicles are lift equipped to assist riders in wheelchairs. All drivers have been trained how to operate the lifts, assist riders and make sure each rider is safely secured aboard the vehicles.



MIDS transit vehicle in use.

Working with MIDS, Inc. and the SGRC Turner County Transit provides coordinated transit services for human service agency clients throughout the community, recovering the fully allocated costs of these trips and assisting in meeting the federal match requirements for the rural public transit program.

Turner County Transit Development Plan

The SGRC Comprehensive Economic Development Strategy or (CEDS) includes a goal that seeks to 'Ensure that the region's transportation systems are intact to facilitate growth.' The CEDS covers a broad region of 18-counties, and encourages each local government to address transportation concerns at a local level, including the establishment of public transit systems.

The SGRC also produces a Regional Comprehensive Plan, similar to local, county-level Comprehensive Planning efforts. A goal in

this plan includes the need to determine the transportation needs of seniors and an aging population. This impacts the mobility of the regional population and how communities develop and implement their land use policies.

Overall, Turner County is meeting the goals and objectives set out by GDOT and other entities. Turner County should work to include public transportation in its next comprehensive plan update and continue to actively participate in regional transportation and land use planning efforts with the SGRC.



"Giant Peanut" near Ashburn, GA in Turner County, GA

Source: Michael Rivera

Transit Need and Demand

Using the Transportation Research Board's *TCRP Report 161: Methods for Forecasting Demand and Quantifying Need for Rural Passenger Transportation: Final Workbook and Final Spreadsheet Tool*, the SGRC was able to produce the following estimates of rural public transit needs and demand for Turner County.

The analysis shows there is demand for more rural public transit in Turner County (not POS trips). Overall, there is a need for 109,200 trips annually for public riders in Turner County. This number is high because many of these potential riders find alternatives for transportation, like getting a ride with friends, family, walking, riding a bicycle, etc. Further analysis shows that there

is actual demand for 6,600 trips annually (not including POS trips). Once POS trips are figured into the equation, there is a total demand of 13,400 trips annually for the general public once the POS trips are met. Currently Turner County provides about 635 trips annually, indicating an unmet demand for rural public transit trips of nearly 12,765 trips per year.

These 12,765 trips do not necessarily indicate an immediate demand for rural public transportation. However, this along with other data (such as hours of service availability) should be used before determining whether or not to invest in capital or operational improvements to the transit system (i.e. more buses, or extended hours of service).



Historic Buildings in downtown Ashburn, GA

Source: Michael Rivera

Turner County Transit Development Plan

Figure 74 Input screen from Rural Transit Demand Tool

Turner County Transit Development Plan

Figure 85 Output screen from Rural Transit Demand Tool

Peer Data Worksheet										
Input Data from Peer Transit Systems or Existing Transit Service										
Name of Peer System		Cook County	Berrien	Pierce County						
Population of Area		17,212	19,286	18,758						
Size of Area Served (Square Miles)		227	290	316						
Annual Vehicle-Miles of Service Provided		242,346	98,914	191,720						
Annual Vehicle-Hours of Service Provided		13,336	5,046	10,681						
Service Type (Fixed Route, Route-Deviation, Demand-Response)		Demand-Response	Demand-Response	Demand-Response						
Number of One-Way Trips Served per Year		23,129	6,802	15,013						
Degree of Coordination with Other Carriers (Low, Medium, High)		Low	Low	Low						
Results of Peer Data Comparison										
Input Data for My System:			Annual Vehicle- Annual vehicles miles hours							
			Population	19,286	98,914	5,046				
			Demand Estimate Based On:							
			Annual Vehicle- Annual vehicles- Population miles hours							
Trips per Capita										

Transit Recommendation

Based on the research in this report it is the recommendation of the Southern Georgia Regional Commission that Turner County continue to operate and, in the future, expand transit services to accommodate more riders and trips as needed. The demographic and transit demand analysis show there is a gap in unmet demand and need in Turner County, and with expanded marketing and outreach Turner

County Transit could help meet the needs of residents better.

In cooperation with other local governments which provide transit and the SGRC, Turner County should work to develop regional flyers and brochures that better inform the public, social service agencies, etc. of the availability and affordability of Turner County Transit.

5-year Capital and Operating Plan

Included in this section are the capital and operating budget plans for a five-year period, FY2015-FY2019. These should only be used as guidance. By FY2019, this plan estimates that one additional vehicle will be purchased for Turner County Transit.

FY2015-2016					
Net Operating Summary					
Administrative Total / Ratio	\$ 31,263.55	19%	Vehicles	3	
Operating Total / Ratio	\$ 135,286.60	81%	Average Trips Per Vehicle	4291	
Total Operating Budget	\$ 166,550.14		Total Trips Projected	14462	
LESS: POS Revenue	\$ -		Percentage of Public Trips	4.90%	
LESS: Non-5311 Expenses	\$ -		POS Trips	13753	
Public Transportation Budget	\$ 166,550.14		POS Amount	\$ 74,948.38	
LESS: 10% Fare Revenue	\$ 16,655.01		Rate Per Trip	\$ 5.45	
Net Operating Total	\$ 149,895.13		POS Fully Allocated Costs	\$ 10.90	
 			Total Public Trips	676	
 			Subsidized Revenue Per Public Trip	\$ 110.87	
 			Expected Farebox Per Trip	\$ 24.64	
Budget Summary					
	Totals	Federal	State	Local	
Operating Budget Total	\$ 149,895.13	\$ 74,947.56	\$ -	\$ 74,947.56	
POS Local Funds	\$ 74,948.38	\$ -	\$ -	\$ 74,948.38	
Excess POS Local Funds	\$ -	\$ -	\$ -	\$ -	
Capital Budget Total	\$ -	\$ -	\$ -	\$ -	
Budget Grand Total	\$ 74,946.75	\$ 74,947.56	\$ -	\$ (0.82)	

Turner County Transit Development Plan

FY2019-2020				
Net Operating Summary				
Administrative Total / Ratio	\$ 33,973.57	19%		
Operating Total / Ratio	\$ 147,013.68	81%		
Total Operating Budget	\$ 180,987.25			
LESS: POS Revenue	\$ -			
LESS: Non-5311 Expenses	\$ -			
Public Transportation Budget	\$ 180,987.25			
LESS: 10% Fare Revenue	\$ 18,098.72			
Net Operating Total	\$ 162,888.52			

Budget Summary				
	Totals	Federal	State	Local
Operating Budget Total	\$ 162,888.52	\$ 81,444.26	\$ -	\$ 81,444.26
POS Local Funds	\$ 81,445.14	\$ -	\$ -	\$ 81,445.14
Excess POS Local Funds	\$ -	\$ -	\$ -	\$ -
Capital Budget Total	\$ 4,400.00	\$ 3,520.00	\$ 660.00	\$ 220.00
Budget Grand Total	\$ 85,843.38	\$ 84,964.26	\$ 660.00	\$ 219.12

Vehicles	4
Average Trips Per Vehicle	3991
Total Trips Projected	15963
Percentage of Public Trips	4.90%
POS Trips	15181
POS Amount	\$ 81,445.14
Rate Per Trip	\$ 5.37
POS Fully Allocated Costs	\$ 10.73
Total Public Trips	782
Subsidized Revenue Per Public Trip	\$ 108.65
Expected Farebox Per Trip	\$ 23.14

Appendix A Invoice Explanation

This section will explain the TPO Invoice sent to Turner County each month, how the numbers are calculated and arrived at so that local officials can better understand the funding behind the federal aid process for 5311 Rural Public Transit Systems.

Commissioners:	Board of Commissioners Turner County P.O. Box 191 Auburn, Georgia 31714-0191 Phone (229)567-4313 • Fax (229)567-4794
Joe Burgess	Mary J. Wynn
Daryl Hall, Sr.	County Manager
Commissioner, District 1	John Holland
Commissioner, District 2	Attorney
Sam Mcard	Lorraine Wilson
Chairman, District 3	County Clerk
Brad Callous	
Vice-Chairman, District 4	
Gregory Hedges	
Commissioner, District 5	

August 5, 2014

Donna Stinson
GA Dept. of Transportation
710 W. 2nd Street
Tifton, GA 31793

Re: TURNER COUNTY FY2014 Section 5311 Reimbursement Request
Grant: GA-18-031
Project ID: T004748
Final Statement: #12 - June 2014

Dear Mrs. Stinson:

Enclosed please find the reimbursement request for expenses incurred through administering and operating the Section 5311 program for TURNER COUNTY. This request is for the month of *June 2014*, for the amount of \$3,633.45. Attached is a reimbursement for detailing these expenses and documentation of expenditures. Also attached is Budget Revision #1.

Federal 50%	\$3,633.45
Local 50%	\$3,633.35
Total Monthly Expenses	\$7,266.90

This is the FINAL INVOICE for this contract so please close out the contract after processing this invoice.

If you have any questions or concerns regarding these expenses, please contact me at 229-567-4313.
Sincerely,

Lorraine Wilson
Lorraine Wilson
Turner County Board
Of Commissioners
CC: Mr. Danny Saturday

SECTION 5311 OPERATING ASSISTANCE SFY 2013 REIMBURSEMENT FORM - VERSION 5A				
Report Number: 32				
Period: From: 06/10/14 To: 06/10/14				
<i>(*You only need to enter data into highlighted cells)</i>				
ADMINISTRATIVE BUDGET				
	BUDGET	THIS PERIOD	YEAR-TO-DATE	BALANCE
1. Director Salary	\$ 7,347.25	\$ 7,247.25	\$ 7,247.25	\$
2. Supervisor Salary	\$ 3,834.27	\$ 240.01	\$ 3,634.27	\$
3. Bookkeeper Salary	\$ 3,056.92	\$ 461.08	\$ 2,595.84	\$
4. Secretary Salary	\$ 1,231.88	\$ 89.62	\$ 1,211.88	\$
5. Training	\$ 454.10	\$ 32.61	\$ 450.13	\$
6. Marketing	\$ 201.45	\$ 4.32	\$ 191.45	\$
7. Equipment	\$ 2,842.33	\$ 550.98	\$ 1,842.33	\$
8. Other Supplies	\$ 1,479.41	\$ 29.19	\$ 1,479.41	\$
9. Freight/Equipment Rental	\$ 4,894.49	\$ 359.32	\$ 4,634.49	\$
10. Standard Overhead	\$	\$	\$	\$
11. Computer Software Maintenance	\$ 3,820.15	\$ 26.70	\$ 3,803.45	\$
12. Audit	\$ 776.09	\$ 46.77	\$ 770.32	\$
13. Other (P.L., Insurance)*	\$	\$	\$ 220.04	\$
ADMINISTRATIVE TOTAL	\$ 23,377.71	\$ 29,937.31	\$	\$
OPERATING BUDGET				
	BUDGET	THIS PERIOD	YEAR-TO-DATE	BALANCE
14. Driver Salary	\$ 2,104.36	\$ 55,392.31	\$ 55,392.31	\$
15. Dispatcher Salary	\$ 1,352.86	\$ 16,509.70	\$ 16,509.70	\$
16. Mechanic Salary	\$ 200.00	\$ 20.00	\$ 20.00	\$
17. Fuel	\$	\$	\$	\$
18. Maintenance and Repair	\$ 3,187.03	\$ 13,242.17	\$ 13,242.17	\$
19. Vehicle Insurance	\$ 263.60	\$ 10,116.23	\$ 10,116.23	\$
20. Drug and Alcohol Testing	\$ 6,760.00	\$ 6,760.00	\$ 6,760.00	\$
21. Postage	\$ 130.00	\$ 33.21	\$ 267.37	\$ 237.37
22. Utilities	\$ 752.80	\$	\$ 752.80	\$
23. Uniforms	\$ 350.00	\$ 46.52	\$ 305.60	\$
24. Fringe Benefits	\$	\$	\$	\$
25. Compensation (Health)	\$ 927.86	\$ 98.31	\$ 927.86	\$
26. Utilities	\$	\$	\$	\$
27. OTHER	\$	\$	\$	\$
28. Other	\$	\$	\$	\$
BUDGET SUMMARY	\$ 29,937.31	\$ 29,937.31	\$ 29,937.31	\$ 29,937.31
LESS PURCHASE OF SERVICE REVENUE (IF APP. CONTRACT)	\$	\$	\$	\$
TOTAL EXPENSES	\$ 218,770.00	\$ 6,078.53	\$ 159,512.37	\$ 217,691.87
ACTUAL FAREBOX	\$	\$	\$	\$
REQUIRED FAREBOX (10%)	\$ 19,977.00	\$ 807.43	\$ 15,186.07	\$ 18,900.00
(LESS ACTUAL OR REQUIRED FARE BOX (GREATER IF ANY))	\$ 15,977.00	\$ 809.43	\$ 15,953.20	\$ 29.80
NET OPERATING DEFICIT	\$ 143,799.00	\$ 7,206.99	\$ 143,573.17	\$ 211,821
SOP (PURCHASE OF SERVICE)	\$ 71,052.00	\$ 3,633.45	\$ 71,709.57	\$ 306.43
LOCAL MATCH	\$ 71,397.00	\$ 3,633.45	\$ 71,709.60	\$ 107.40
TOTAL REIMBURSEMENT	\$ 100,000.00	\$ 3,633.45	\$ 103,633.45	\$ 103,633.45
TOTAL PAYMENT	\$ 65,000.00	\$ 12,081.40	\$ 76,621.39	\$ 109,620.19

AUTHORIZED OFFICER/CO-OP OFFICER: *Lorraine Wilson* DECP PUBLIC TRANSPORTATION COORDINATOR

1. Letter from Turner County to GDOT requesting reimbursement.
2. Worksheet to accompany #1, provided by MIDS summarizing current monthly expenditures, year-to-date expenditures, and annual budget comparison. The highlighted portion of this worksheet is explained in more detail below.
 - a. After Total Expenses are calculated and summed from above (supplemental documentation, explained later, submitted to county shows how these expense line items are arrived at), the farebox revenue is applied to the operating deficit
 - b. If the farebox revenue is not equal to or greater than 10% of operating expenses, then 10% of operating expenses is applied to the operating deficit, resulting in the net operating deficit
 - c. The Federal 5311 program reimburses for up to 50% of the net operating deficit, in this case \$9,077.00.
 - d. The local government is responsible for the remaining 50%, this match is derived from the Purchase of Service Contract Revenue.
 - e. In this example the TPO, a private, for-profit company earns its revenue on the difference of the POS revenue less the amounts applied for local match and farebox revenue.

Turner County Transit Development Plan

3. The supplemental documentation submitted to the County each month contains detailed information that is used to calculate all of the expenses on worksheet #2. Items included in two separate packets in this documentation are:
 - a. Packet #1, Vehicle and Trip Revenues and Expenses
 - i. Breakdown of number of trips and funding source per month
 - ii. Fueling records for each vehicle and driver
 - iii. Vehicle maintenance records
 - iv. Summarized trip log sheets by vehicle, funding source, and ambulatory needs
 - b. Packet #2, Salary, Administrative and Operating Expenses
 - i. Administrative Salary Allocation Worksheets and Payroll Records
 - ii. Driver Salary Allocation Worksheets and Payroll Records
 - iii. General Ledger Report with Receipts and other Documentation
 1. Travel, Uniforms, Training, Utilities, Telephone, Supplies, Taxes, Licenses, Postage, etc.

Appendix B Model Contract Language

Included in this section is model contract language that is recommended based on the current structure and operations of the Turner County Transit System. These are recommendations only and should be reviewed by an attorney before adoption. Changes from the current contract are highlighted in the text on the following pages.

TRANSPORTATION SERVICE CONTRACT

BETWEEN

TURNER COUNTY, GEORGIA

AND

MIDS, Inc.

CONTRACT AGREEMENT

This Agreement is made and entered into this XX day of MONTH, 20XX, by and between the Board of Commissioners of Turner County, Georgia, hereinafter referred to as the “COUNTY” and MIDS, Inc., as the Third Party Operator, hereinafter referred to as “TPO”;

WITNESSETH:

WHEREAS, the purpose of the Agreement is to provide for a cooperative agreement between the COUNTY and TPO for the operation of public transportation services, and the COUNTY, as the governing body, is authorized under the Official Code of Georgia Annotated Title 32 to provide directly or through agreement with other parties, public transportation services. The TPO has presented itself as a ready, willing and able provider duly authorized by the Georgia Business Corporation Code and appropriately qualified to enter into a service agreement with the COUNTY for the purpose of operating public transportation services; and

WHEREAS, because of mutual benefits and interest in providing public transportation services in Turner County, the following Agreement is agreed by and entered into between the parties. Nothing in this Agreement absolves or diminishes the contractual relationship (the “Master Agreement”) between COUNTY and the State of Georgia Department of Transportation hereinafter referred to as “GDOT” for the provision of public transportation services.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter more fully set out, the parties agree as follows:

COUNTY will provide TPO the following:

1. Four (4) vehicles in good working condition, a copy of said vehicle inventory being attached to this Agreement as **Exhibit A** and incorporated herein (collectively, the “Vehicles” and individually, a “Vehicle”);
2. Primary Vehicle insurance coverage as prescribed by the GDOT on the COUNTY for the Vehicles;

Turner County Transit Development Plan

3. Advisory assistance in obtaining purchase of service contracts, marketing assistance of the system and record keeping as required by GDOT. All Purchase of Service Agreements must be between TPO and Service Recipient and recover the fully allocated cost; and
4. The Turner County Drug and Alcohol Testing Policy for Transit System Employees dated October 10, 2011 (the "Testing Policy").
5. COUNTY agrees to allow TPO to purchase fuel from the COUNTY for any vehicles that are used in Turner County for the 5311 public transportation system.

TPO shall provide the following for the proper management and operation of the System:

1. All administrative services for the operation of a complete Section 5311 Rural Public Transportation System of Turner County (the "System") which will provide service with a goal of no fewer than 500 one-way trips per month; or be operated 120 hours or 1,000 vehicle miles per month.
2. The program is to be operated 10 hours per day (7:30 A.M. to 5:30 P.M.) for 5 days per week, which excludes COUNTY legal holidays, in accordance with policies and guidelines set by COUNTY and GDOT;
3. Sufficient number of full-time and part-time drivers to operate the said Vehicles during the approved hours of service. In addition, TPO shall provide a full-time Dispatcher to receive incoming phone calls for transportation between the hours of 8:00 A.M. and 5:00 P.M. Monday-Friday.
4. Marketing of the System including the cost of such marketing;
5. Day-to-day supervision of the Transit drivers;
6. Insurance as specified in **Exhibit B** attached to this Agreement and incorporated herein by reference;
7. Fuel, maintenance and cleaning of, and repairs to, the Vehicles;
8. Full compliance by TPO and all of its employees, agents and contractors with the Testing Policy, including, without limitation, the substance abuse testing outlined in the Testing Policy;
9. Implementation of such service expansions or improvements as may be recommended by TPO and approved by COUNTY in writing, or as may otherwise be agreed upon between the parties from time to time;
10. Encourage, obtain and enter into Purchase of Service Agreements. All Purchase of Service Agreements must recover the fully allocated costs; and
11. Permit GDOT or any other authorized representative of the COUNTY during the operating or office hours to review and inspect the System's activities, data collected and financial records pertaining to the System's operation.

Services to be Offered

Services to be offered under this Agreement by TPO may include fixed-route, route deviation, subscription, demand responsive service, or combination of any of the services as may be approved by COUNTY. Particulars of the service shall confirm to the following requirements:

Turner County Transit Development Plan

1. The term of this Agreement shall be as provided below under the heading "Term of Agreement and Termination of Agreement". TPO shall commence operation of the System under this agreement dated XX day of MONTH, 20XX, with the date to be fixed by agreement of TPO and COUNTY.
2. The Services will be curb-to-curb, shared ride, demand responsive transportation for residents of Turner County, as approved by COUNTY. The aforementioned services are defined as follows:
 - (a) Demand response Service - constitutes service with at least 24-hour advance notice. Any notice with at least 24 hours should be worked into regular schedule when feasible.
3. The demand responsive services shall be provided Monday through Friday.
4. Hours of service are from 7:30 A.M. to 5:30 P.M. (In no case shall a passenger be refused service within the regular service hours unless on extenuating circumstances).
5. Passenger constitutes any resident of Turner County and riders on coordinated trips while in service and a passenger-trip constitutes transporting one passenger one-way between two locations.

OPERATING SERVICE TO BE PROVIDED BY TPO

TPO is to provide all reservations and scheduling function as outlined in the following (all schedule changes shall be approved by the COUNTY):

1. Demand-Responsive Service Reservation Procedures: TPO shall accept reservations for demand-response service between 8:00 A.M. and 5:00 P.M. Monday through Friday. Reservations should be made one working day in advance of the trip. The dispatcher shall maintain a demand-response reservation log, recording the name, address and telephone number of the caller and the requested pick up times and locations for both the originating and the return trips. If the trip can be accommodated, the dispatcher will make the reservation, record the method of payment, type of trip, and Medicaid number if warranted. If this trip cannot be accommodated, the dispatcher shall note this on the demand-response log as designed by TPO and COUNTY.
2. TPO shall maintain all records required for operating a Section 5311 Rural Transportation Program, with guidance and assistance as necessary provided by the COUNTY and provide copies of such records to COUNTY.

SERVICE DELIVERY PROCEDURE

The following service delivery procedures will be adhered to by TPO:

1. The driver shall accept all trip requests related to him or her from the dispatcher so long as they are within the specified service area and within the specified service times. There shall be no right of refusal based on Vehicle availability (except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the Vehicles in the fleet as scheduled on a reservation basis.

Turner County Transit Development Plan

2. The Vehicles must be on time, unless there are extenuating circumstances beyond TPO's or driver's control. A 95% on-time performance rate is the goal. Notification must be given by TPO to the patron in the event of unavoidable delays.
3. For social services clients, drivers must wait 5 minutes after the appointed pick up time before a passenger can be considered a no-show (A passenger who is not at the appointed pick-up location at the scheduled time and who has not informed the TPO in advance that he would be absent will be considered a no-show).
4. Drivers shall offer assistance to all passengers as needed to board and depart from the Vehicle; secure all wheelchairs; and request passengers buckle their seatbelts.
5. Drivers shall refrain from smoking, eating, and drinking while passengers are in the Vehicle. Drivers shall request passengers to refrain from smoking, eating, and drinking in the Vehicle. Passengers will not be allowed to ride again if this rule is broken.
6. Drivers shall maintain daily records of mileage, time, type, and number of trips, and passenger types as required by GDOT and COUNTY, also daily Vehicle maintenance inspection sheets and weekly Vehicle clean inspection sheets. These records shall be turned into TPO and COUNTY on a monthly basis.
7. Drivers shall inform TPO of any passenger complaints, thereafter, the TPO shall complete passenger complaint forms and send copies to the COUNTY for record purposes or for any appropriate action if necessary. The complaint shall be filed with COUNTY not later than one (1) week from the date of the occurrence.
8. Drivers and TPO are prohibited from soliciting or accepting any tips or other forms of gratuity other than the approved fare from System riders. Moneys in excess of actual fares shall be transferred directly to TPO to supplant the cost of operating the transit System. Such revenues shall be construed as System's in-kind income for purpose of accountability.

VEHICLE MAINTENANCE

All Vehicles under this Agreement must be maintained in safe and good mechanical condition. Each Vehicle shall be subject to inspections by GDOT representatives. GDOT inspections will occur on a semiannual basis and in accordance with the Vehicle Monitoring Form. TPO shall provide the personnel, parts, equipment and supplies necessary to perform all preventive and repair maintenance to keep Vehicles clean and in good working order and to maintain the continuity of services. As a rule, all cleaning shall be done by the drivers and all repairs, component replacement and preventive maintenance shall be done by the TPO through a local workshop. TPO shall submit the amounts of any work done on the Vehicle to the GDOT as a part of the reporting that is required. These same invoices shall be part of the Monthly Reports to the COUNTY. The TPO shall make the payments for these repairs and component replacement and any other charges to the current Section 5311 Program budget. Vehicles of COUNTY utilized for the Section 5311 Program shall be parked overnight and on weekends at places to be pre-designated by COUNTY.

QUALIFICATIONS AND TRAINING GUIDELINE

COUNTY and TPO agrees to the following qualifications and training guidelines for personnel:

Turner County Transit Development Plan

1. Driver Qualifications:

TPO agrees that all drivers have or will be able to obtain a valid Georgia Driver's License; a Class C Georgia Commercial Driver's License (CDL) is required prior to operating a Vehicle that will transport more than 15 passengers (including driver); be able to read, write and make correct change; have the ability to physically assist in the loading and unloading of elderly and handicapped passengers when necessary; a minimum of five (5) years driving experience; have a thorough knowledge of traffic safety and excellent driving record; have 20/20 vision (corrected) and be in good physical health; have the ability to deal effectively with the elderly, handicapped and general public; have ability to arrive at work on time; and have favorable job history and satisfactory references.

2. TPO will design and provide a driver training program that includes the following:
Use of equipment; defensive driving techniques; and CPR training; passenger assistance techniques for proper care and handling of disabled riders; fare structures; System information; preventive maintenance requirements; and record keeping.
3. Dispatcher Qualifications - Dispatcher to be employed by TPO, should have the following qualifications: Knowledge of County and City roads; verbal communications skills (good telephone manners); high school graduate or equivalent; experience in dispatching; favorable job history and satisfactory references; an ability to coordinate variable routing need.
4. TPO agrees to comply with and be responsible for compliance by its employees, agents and contractors with the Testing Policy, including, without limitation, implementing the drug testing program of all TPO employees working on the Section 5311 Transit Program full-time or part-time, which is mandated by the GDOT and adopted by the COUNTY and to comply with the requirements of the U.S. Department of Transportation's (USDOT) Control of Drug Use in Mass Transportation by providing a drug free workplace. TPO is required to submit results from random drug testing to the COUNTY. These results will be sent to the COUNTY clerk quarterly. In the event of an audit, FTA requires the COUNTY to provide random drug testing results.
5. COUNTY also agrees to be responsible for implementing any drug testing program for all COUNTY employees working on the Section 5311 Program and to comply with the USDOT's requirements on Control of Drug Use in Mass Transportation by providing a drug free workplace for COUNTY employees that work on the Section 5311 Program.

TPO ADMINISTRATIVE RESPONSIBILITIES

TPO shall operate the Section 5311 Program services in such a manner as to maintain the guidelines and policies set by the GDOT. TPO further agrees to maintain appropriate books, records, documents, papers and other evidence pertaining to public transportation operations for the period of this Agreement and will make such materials available for inspection, upon request by the COUNTY and the GDOT, or their representatives for the period specified in the Master Agreement between the COUNTY and GDOT. TPO shall be responsible for submitting GDOT monthly reports (Monthly Reporting Forms), from information recorded by drivers and from information furnished by the COUNTY. These reports are to be sent to GDOT District 4, Tifton, Georgia. These reports for the month ended shall be submitted to the GDOT District office by the tenth of the following month and copies of the reports shall be sent concurrently to COUNTY.

AUDITING

TPO shall maintain an acceptable accounting System in according with Federal and State Regulations. TPO will be required to provide for an independent audit at the end of the contract period. This end-of-year

audit also constitutes the final financial report. A certified or licensed independent auditor shall perform the audit. TPO shall provide a copy of monthly USDOT reports, including supporting documentation, to the COUNTY. TPO shall make its related records available on an annual basis for review by the COUNTY, at the expense of the COUNTY, and report findings to GDOT.

REVENUE AND EXPENSE REPORTING AND INVOICING

Revenue: COUNTY shall determine the fare for general public for trips within Turner County. The basic fares for regular service are as follows: Farebox- Pre-scheduled/Demand -Response - Trips within Turner County - \$3.00; Trips outside Turner County \$5.00 plus \$.50 per mile. Children 5 years and under, half-fare. The fare schedule shall remain in force until COUNTY decides otherwise. Social service agency riders will be subsidized or paid for by the social service agency, Medicaid or other funding source. TPO shall be responsible for billing social service transportation expenses to the appropriate party on a monthly basis or at other times. All fares and purchase of service income received shall be documented on the invoice submitted to COUNTY. All revenue shall belong to TPO.

Expenses and Invoicing: TPO shall submit monthly invoices to the Turner County Clerk as part of the Monthly Operating Report. TPO shall prepare and submit monthly the GDOT Reimbursement Form, together with TPO Monthly Invoice attached. The Chairman, Board of Commissioners of Turner County shall after review and approval sign and return to TPO the Reimbursement Form. TPO shall make sure that the Reimbursement Form shall be ready for the signature of the Chairman of the Board of Commissioners of Turner County in a timely manner. TPO shall receive all reimbursement from GDOT.

ACCIDENT REPORTING

Drivers shall report any accidents to TPO and COUNTY within one (1) hour of the occurrence or, if the offices are closed, by 9 A.M. on the following workday. The driver shall give TPO a copy of the investigating officer's accident report. The TPO shall send copies of the report to COUNTY and GDOT District Representative in Tifton within three (3) working days from the date of the accident. All persons involved in movement control (Driver, Dispatcher, etc.) at the time of the accident are required to submit to alcohol and drug testing as outlined in the Turner County Substance Abuse Policy for the Section 5311 program.

FEDERAL COMPLIANCE

TPO must agree as a condition to receiving federal assistance under Section 5311 of the Federal Transit Act that:

1. No person shall on the grounds of race, color, creed, national origin, sex, age, or handicap be excluded from participation in, or be denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives Federal financial assistance from the Federal Transit Administration;
2. TPO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin; and
3. TPO will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or Benefiting from Federal Financial Assistance.

PERFORMANCE EVALUATION

TPO shall use the following service criteria as a guide for evaluation of System services:

1. Services should not be duplicative of other transportation services;
2. Monthly ridership goal is to exceed 500 person trips per Vehicle; or
3. Vehicle utilization should exceed 120 hours or 1,000 miles per month per Vehicle;
4. Vehicles should be available for service on a daily basis;
5. Vehicle trips for contract or subscription service should recover fully allocated costs;
6. Service ridership should exceed 0.5 passenger per Vehicle service mile; and
7. The System's target is to recover a minimum of 10% of its operating cost from farebox revenues generated through regular operations.

CONTRACTS FOR SERVICE

Contracts for service with any social service agencies or any other organizations shall be negotiated by TPO and submitted to COUNTY for approval. All Contracts for service shall be entered into between TPO and the applicable agency or organization. All Purchase of Service Agreements must at a minimum recover fully allocated cost.

COMPLIANCE WITH LAWS

TPO shall comply with all applicable Federal and State laws, statutes, rules, regulations, orders, procedures, ordinances and resolutions pertaining to its operation of the System and performance of services hereunder, including, without limitation, Federal Transit Act Section 5311 Program Funds, including the Office of Management and Budget Circular 74-7 in the Hatch Act.

TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

This Agreement shall commence upon the date first written above and, unless earlier terminated as provided below, shall thereafter continue through December 31, 20XX.

Thereafter, COUNTY shall have the option to extend the term of this Agreement for up to three additional one-year terms as follows:

- (a) January 1, 20XX through December 31, 20XX;
- (b) January 1, 20XX through December 31, 20XX; and
- (c) January 1, 20XX through December 31, 20XX.

In order to renew this Agreement for an additional one-year term, COUNTY shall give TPO notice not less than 30 days prior to the expiration of the then-current term. This Agreement may be terminated at any time as follows:

- (a) By COUNTY upon 30 days' written notice to TPO in the event the Master Agreement between

COUNTY and GDOT is terminated or rescinded; or

(b) By either party upon 30 days' written notice in the event the other party has materially breached the terms of this Agreement.

COMPENSATION

TPO shall be reimbursed for the costs for the performance of this Agreement from farebox collections, purchase of services agreements, and GDOT in accordance with their rules and regulations. COUNTY shall at no time reimburse TPO for services rendered or have any monetary liability to TPO and TPO shall look solely to fares collected or received pursuant to service agreements and to GDOT for compensation under this Agreement. All profits and losses resulting from operation of this program shall belong to, and be the sole responsibility of, TPO.

LIABILITY AND INDEMNITY

To the fullest extent permitted by law, the COUNTY shall not be liable to TPO or to any other person or entity whatsoever for any damages or injury from any cause whatsoever relating to the System or arising out of the services to be provided pursuant to this Agreement. TPO shall indemnify, defend and hold harmless the COUNTY from and against any and all claims of whatever nature, arising from TPO's actions or omissions relating to services to be provided under this Agreement or TPO's operation of the System. This indemnification shall be in addition to any other rights and remedies (including, without limitation, insurance proceeds) to which the COUNTY may be entitled under this Agreement, at law or in equity, and shall include all costs, expenses and liabilities incurred in connection with any claim or proceeding brought, including the reasonable expense of investigating and defending any such claim.

THE COUNTY SHALL NOT BE LIABLE TO TPO OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, WHETHER SUCH CLAIM IS BASED ON A BREACH OF THIS AGREEMENT, TORT OR NEGLIGENCE OR OTHER LEGAL THEORY AND REGARDLESS OF THE CAUSE OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. IN NO EVENT SHALL THE COUNTY HAVE ANY LIABILITY TO TPO FOR ANY COSTS, EXPENSES OR LOSSES RELATING TO OR ARISING OUT OF THE SYSTEM OR TPO'S SERVICES TO BE PROVIDED HEREUNDER.

NO ASSIGNMENT WITHOUT CONSENT

Neither party may assign or suffer or permit the assignment, subcontracting or delegation of this Agreement, in whole or in part, whether voluntarily, involuntarily or by operation of law, without the express written consent of the other party. For purposes of this Agreement, a sale or transfer of all or substantially all of TPO's assets or the sale or transfer of voting control of TPO shall be deemed to be an assignment of his Agreement. No assignment of this Agreement shall relieve the assigning party of responsibility or liability for any of its duties and obligations hereunder.

[Signatures contained on following page]

Turner County Transit Development Plan

IN WITNESS WHEREOF, COUNTY and MIDS have caused this Agreement to be duly executed by their authorized representatives as of the day and year first above written.

On behalf of the Board of Commissioners of Turner County, Georgia:

By: _____
Chairman, Board of Commissioners

ATTEST: _____
County Administrator, Turner County

Date

Witness

Notary Public

On behalf of MIDS, INC.:

By: _____
John Cooley Hobdy, President

ATTEST: _____
Danny Saturday, Director of Operations

Date

Witness

Notary Public

EXHIBIT A

Vehicle Inventory

This section is left blank to be populated with correct data at a future date.

EXHIBIT B

Insurance Requirements

1. TPO shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (c) inclusive below. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
 - a) **Worker's Compensation** – Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; If any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$1,000,000/each accident; \$500,000/disease – policy limit; \$100,000/disease – each employee.
 - b) **Commercial General Liability** – Coverage must be afforded, under an occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a **Hold Harmless and Named Additional Insured Endorsement in favor of the County** in limits not less than \$1,000,000/general aggregate; \$1,000,000/products-completed operations (aggregate); \$1,000,000/personal injury-advertising liability; \$1,000,000/each occurrence; \$50,000/fire damage legal; \$5,000 medical payments.
 - c) **Business Auto Policy** – Primary coverage will be provided by TPO and paid for by Turner County as prescribed by GDOT. Turner County will be listed under an **Additional Named Insured Endorsement in favor of the County**, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$50,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability.
 - d) **Certificate of Insurance** – The Employers Liability Insurance described in Section 1(a) and the policies described in Sections 1(b), and 1(c) shall contain a waiver of subrogation in favor of COUNTY. Certificates of all insurance required from TPO shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County before operations are commenced. Turner County Board of Commissioners shall be identified as an Additional Named Insured for each type of coverage required by paragraphs (a) through (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/proposal.
2. TPO shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. In addition, the County will be shown as **Additional Named Insured**, with a Hold harmless Agreement in favor of the County. The certificate should also indicate if the coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a claim made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contract or prior.
3. If the initial insurance expires prior to the end of the contract term, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.