

Berrien County Transit Development Plan



Berrien County

Transit Development Plan

Prepared by the Southern Georgia Regional Commission
in partnership with the
Valdosta-Lowndes Metropolitan Planning Organization



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

VLMPPO fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. VLMPPO's website (www.sgrc.us/transportation) may be translated into multiple languages. Publications and other public documents can be made available in alternative languages or formats, if requested.

Introduction

This Transit Development Plan has been developed by the Southern Georgia Regional Commission and the Valdosta-Lowndes Metropolitan Planning Organization to be a guidebook for Berrien County elected officials and staff to answer basic questions about rural public transit in Berrien 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.

Berrien County GDOT and the TPO 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

Berrien County, Georgia is a largely rural county in Southern Georgia, just north of Valdosta. Berrien County is not a part of the Valdosta Metropolitan Statistical Area, but does participate in the Valdosta-Lowndes Metropolitan Planning Organization along with Lowndes, Lanier, and Brooks Counties. The 2010 Census lists the population for Berrien County to be about 19,200 persons, averaging 14% decennial population growth since 1970. After the 2000 Census a portion of extreme southeastern Berrien County was designated urban as part of the Valdosta Urbanized Area. This area, near Moody Air Force Base, but south of Ray City is part of the Valdosta-Lowndes Metropolitan Planning Organization (VLMPO), the federally-designated regional transportation planning agency for the Valdosta Urbanized Area (see Figure 1). After the 2010 Census this same area was no longer designated as urban due to a change in the way urban areas are calculated, but Berrien County continues to participate in

regional transportation planning efforts with the VLMPO and its neighboring counties.

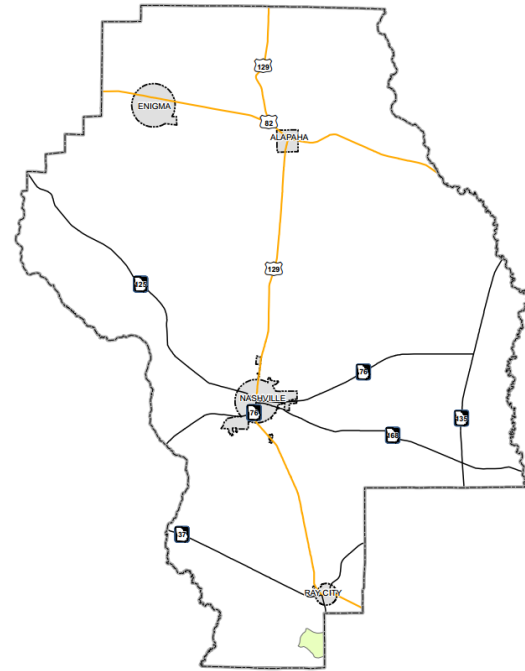


Figure 1 Berrien County, Georgia. Note the green shaded area on the extreme southern edge, this indicates the area covered by the Valdosta-Lowndes Metropolitan Planning Organization, a regional agency responsible for transportation planning.

Over 2,400 commute from Berrien County to Lowndes (Valdosta) and Tift (Tifton) Counties for work every day as shown in statistics from the US Census Bureau American Community Survey (ACS) 2006-2010¹. This is an indication that Berrien County is becoming more of a suburban or 'bedroom' community in the region, contributing workers to jobs in Valdosta and Tifton. The increasing suburban population in Berrien County can have a significant impact on providing public transit service to the residents of this largely rural county, especially if they are seeking to travel to destinations in other communities.

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

report. For detailed information a detailed review of the ACS data is encouraged. All data in this report is from the ACS, unless otherwise noted.

Income is often an indication of the need for public transit in a community, either urban or rural. Of the peer communities in Southern Georgia with a rural public transit system, like the one in Berrien County. Berrien County has the second lowest median income at \$32,104, below the average of \$35,842 for the peer communities. This information tends to be an indication that there might be a larger population of low-income persons that might use public transit. As was noted earlier, of the more than 7,200 workers in the county, more than 2,400, or about 33% commute out of the county for work. This large number of commuters is indicative that this segment of the population is less likely to need public transit services as a primary means of transportation.

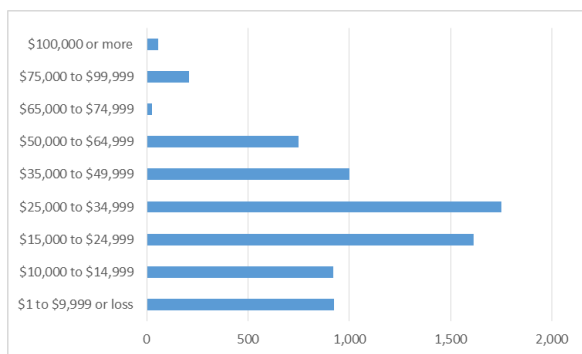


Figure 2 Income (2010) for Workers Age 16+ in Berrien County. Nearly half of the workers make less than \$25,000.

Poverty status is often an indication of the need for a greater reliance on public transit services. In Berrien County, an estimated 1,735 households are below the federal poverty level. This means that about 23% of the County's residents are in poverty under the federal definition.

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 4,500 persons in poverty in Berrien County, 3,600 persons have 1 or 2 vehicles available to use. 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 Berrien 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 Berrien County, about 80% of workers commute to work via a single-occupancy car or truck, and about 9% commuted in a carpool of at least two persons. The ACS data indicates that 25 persons used a bus or public transit or other modes of transportation in Berrien 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.

Of the 6,895 persons living in Berrien County that did not work at home, a majority (64%) have a commute time of between 5 and 29 minutes to get from home to work. This does not correlate well with a significant number of residents commuting to other communities to work. This means that there are a large number of residents with a relatively short commute, likely inside their own county. This indicates that under the current structure of Berrien County Transit there are more public transit riders commuting to and from work. This holds true with the other data presented that about 25 persons used a bus or public transit to commute to work.

Age can be a significant determining factor in rural public transit systems. Older residents are more likely to need transportation to and from medical appointments, shopping and other daily activities. Nearly 18% of the population of Berrien County is over the age of 60. This is higher than the state average, indicating a

significant potential ridership base for a rural public transit system.

Title VI and LEP Analysis

As a recipient of federal funds, Berrien 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, among others. The Berrien County population breakdown 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	19,286
RACE	
WHITE	15,890
AFRICAN AMERICAN	2,205
OTHER	610
HISPANIC	785
# IN POVERTY	4,580

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 for Berrien 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 and older in Berrien County, 235 persons are linguistically isolated, the next largest language spoken at home is Spanish in Berrien County. Below it is estimated that there are a total of 711 persons, or 3.6% of the total population that speaks Spanish. This is

significantly lower than the national percentage of people that speak Spanish at home.

Estimate	711
Margin of Error	+/-156
Berrien County %	3.6%
United States %	19.6%

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

Berrien County Transit does not have a history of LEP individuals who could not use the system. It is recommended that if needed Berrien 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.

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

Berrien 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 Berrien County and overall costs.

To provide materials in other languages for the potential riders of Berrien 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 Berrien County provides meaningful transportation for those with ambulatory

disabilities. In Berrien County, 2,003 persons have an ambulatory difficulty, meaning they have difficulty moving about under their own power. The population above age 65 accounts for 37% of those individuals with an ambulatory difficulty. The Berrien 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.

Evaluation of Existing Services

Berrien County Transit is similar to that of other counties in the region. This section will examine how Berrien 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 Berrien County Transit Service. This data will allow us to look at trends and the future growth of the transit service.

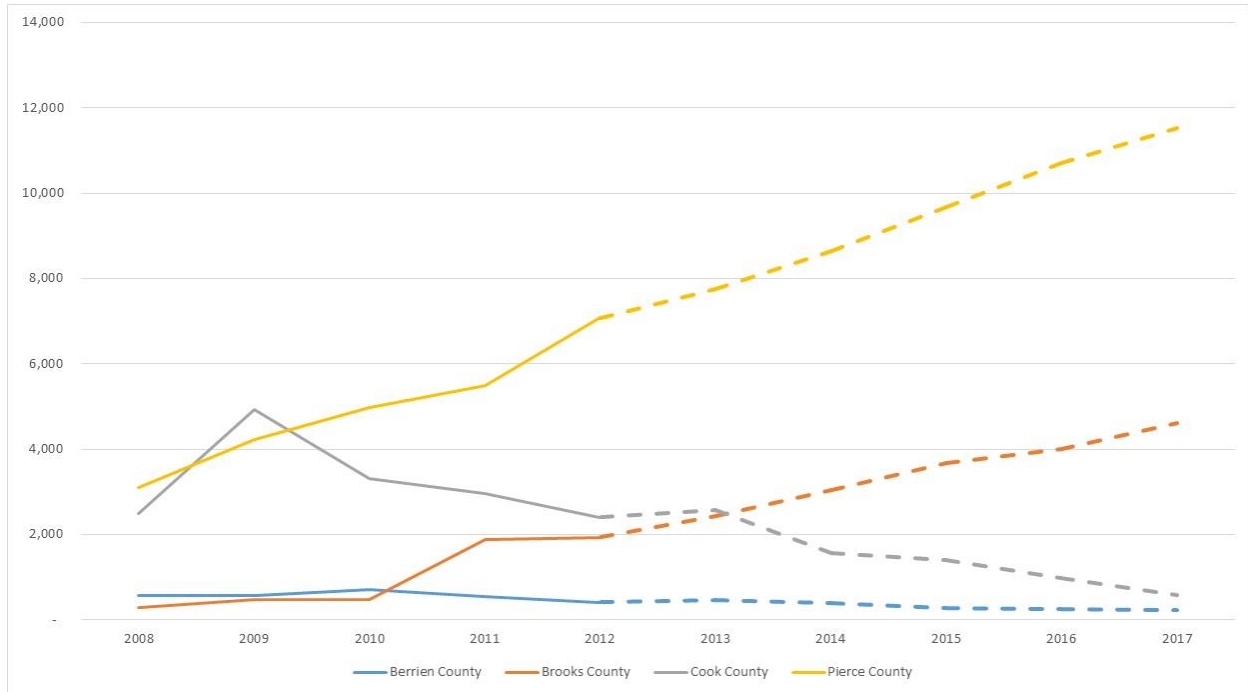


Figure 3 Past and Future Trend of Public Ridership in Regions Transit Systems, Berrien County is likely to see a slow decrease in public ridership based on these trends.

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 Berrien County, where over the past five years, coordinated transportation (POS) has accounted for, on average, 92% of all trips annually.

Berrien County currently provides an annual average of 6,802 trips in the last five years using three, ADA accessible vans, or mini-buses. Below are several charts that highlight the usage of vehicle fleets in transit systems through the region. This data was obtained from the National Transit Database, data for Berrien County was missing for 2008 & 2009, and averages have been used to fill in this data gap. Brooks County has a fleet of 4 vehicles, Cook County has a fleet

of 6 vehicles, and Peirce County has a fleet of 8 vehicles.

When looking at all of the vehicle-based data as a whole, Berrien County is comparable with other counties in the region providing public and coordination 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 Berrien County, there is difference of 2,407 hours, meaning that a lot more trips could be handled by these vehicles, indicating that marketing should be increased for this system around the Berrien County community.

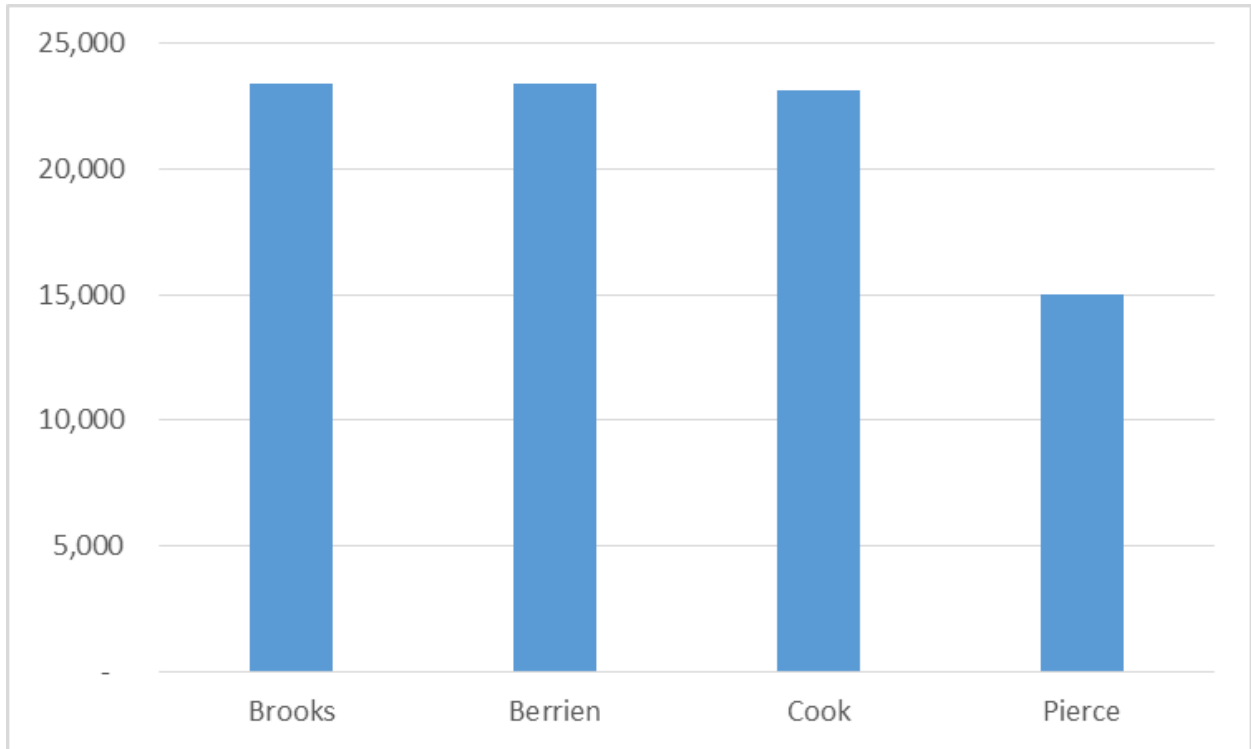


Figure 4 Annual Average Trips (5 years). Berrien County is in line with the other counties in the region when it comes to annual average trips with the exception of Peirce County which is significantly lower than the others.

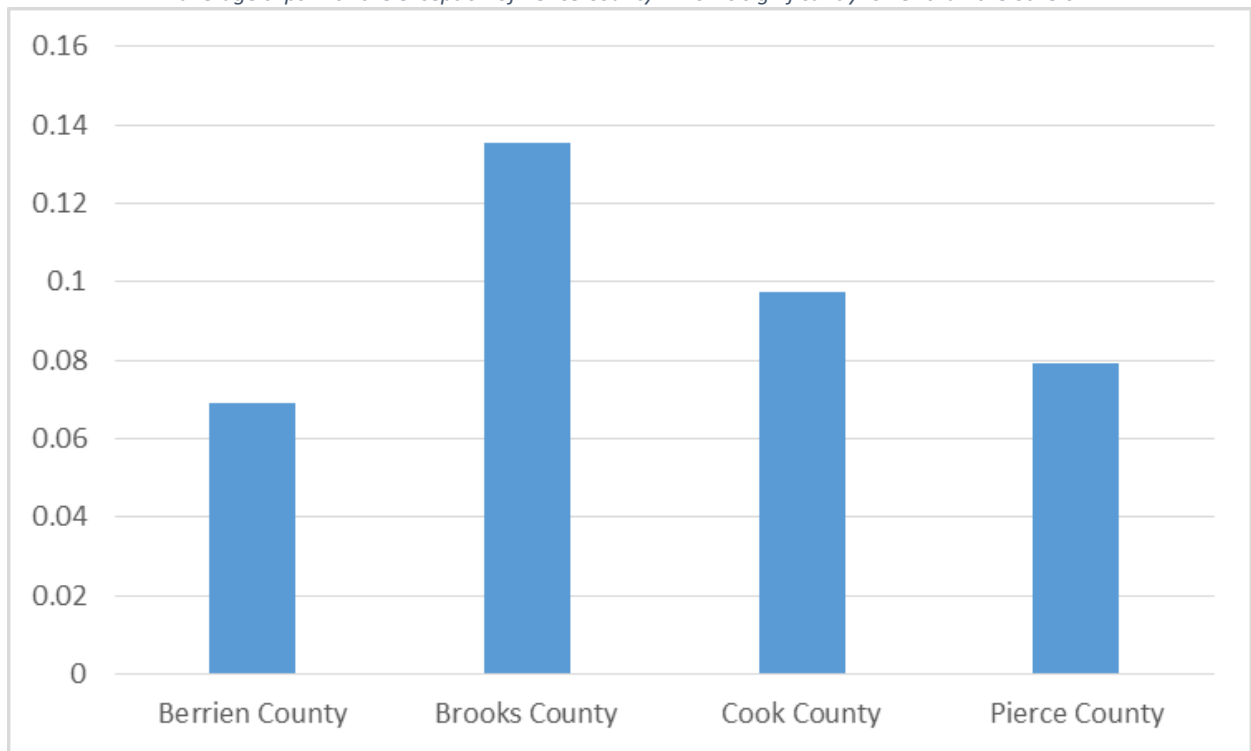


Figure 5 Annual Average Trips per Mile (5 years). Mileage in rural transit trips tends to be quite high, due to the low density characteristics of the rural landscape. In Southern Georgia, Berrien County provides the least amount of trips per mile, averaging about 0.07 trips/miles over the last 5 years.

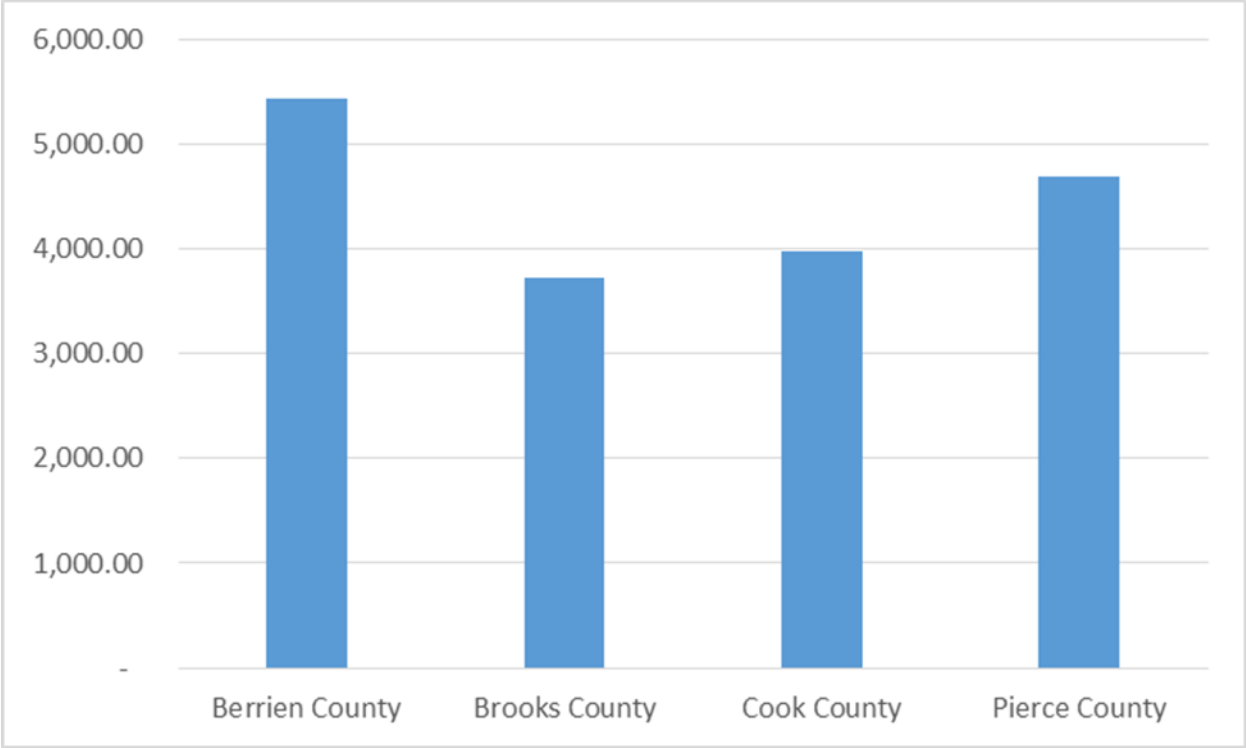


Figure 6 Annual Average Trips per Vehicle (5 years). Berrien County has the most trips per vehicle on average. This data should not be taken alone, rather looking at all of the data in this section together for an overall picture of what transit service delivery is like for Berrien County residents.

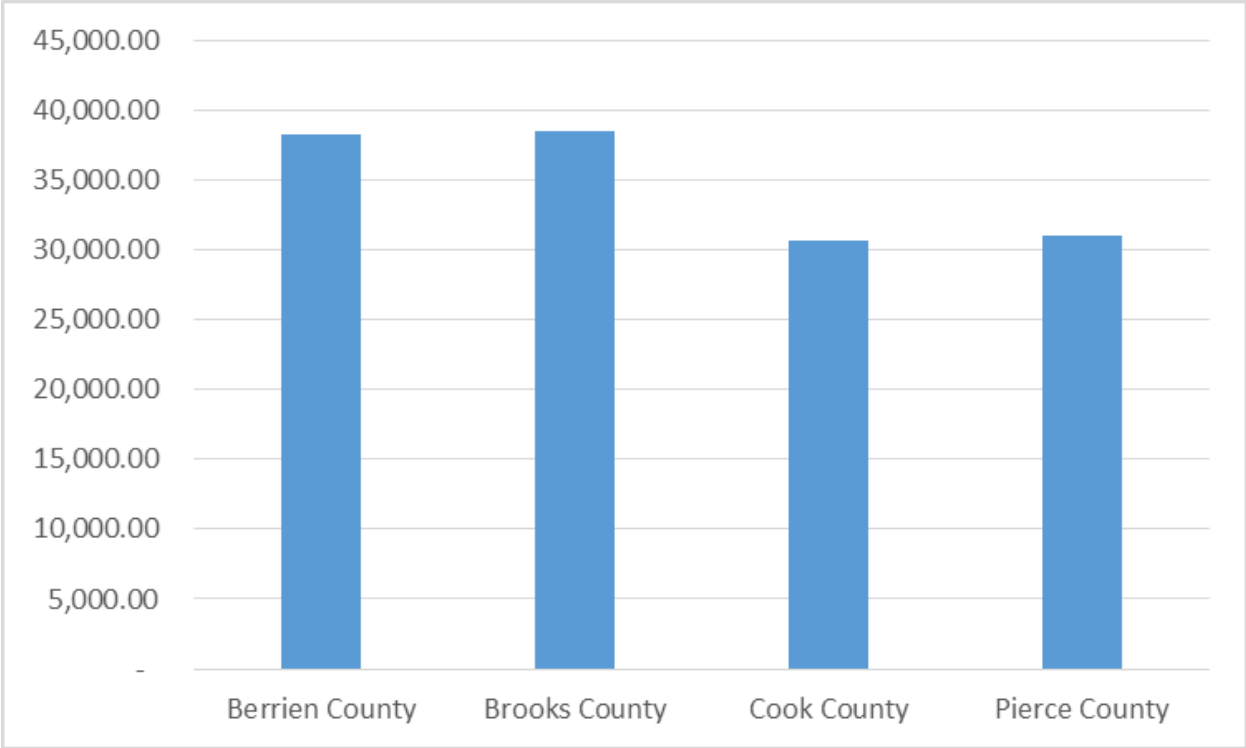


Figure 7 Annual Average Miles per Vehicle (5 years). Berrien County is comparable to others for the number of miles each vehicle drives annually. This is typical of the rural nature of the trips and typically greater distances required for travel in rural areas.

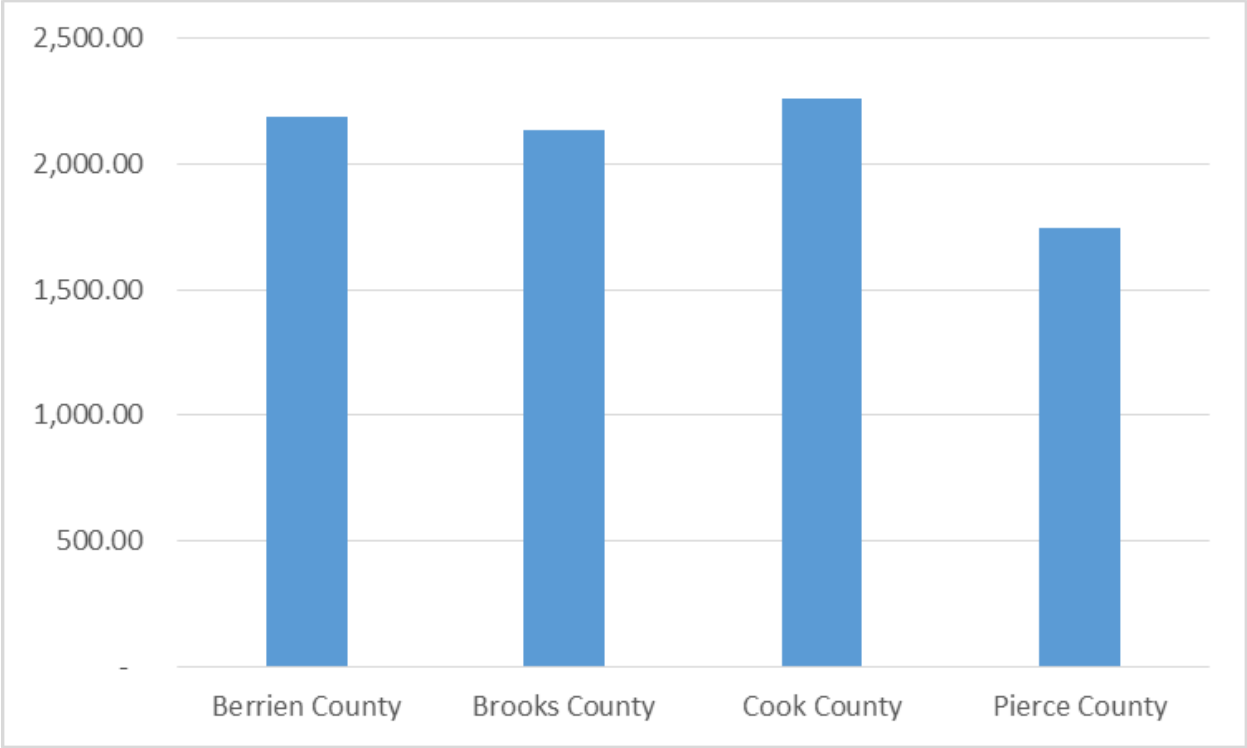


Figure 8 Annual Average Hours per Vehicle (5 years). The rural, low density development in Berrien County means that transit trips are typically longer and more time is spent per vehicle and per tip travelling to each destination.

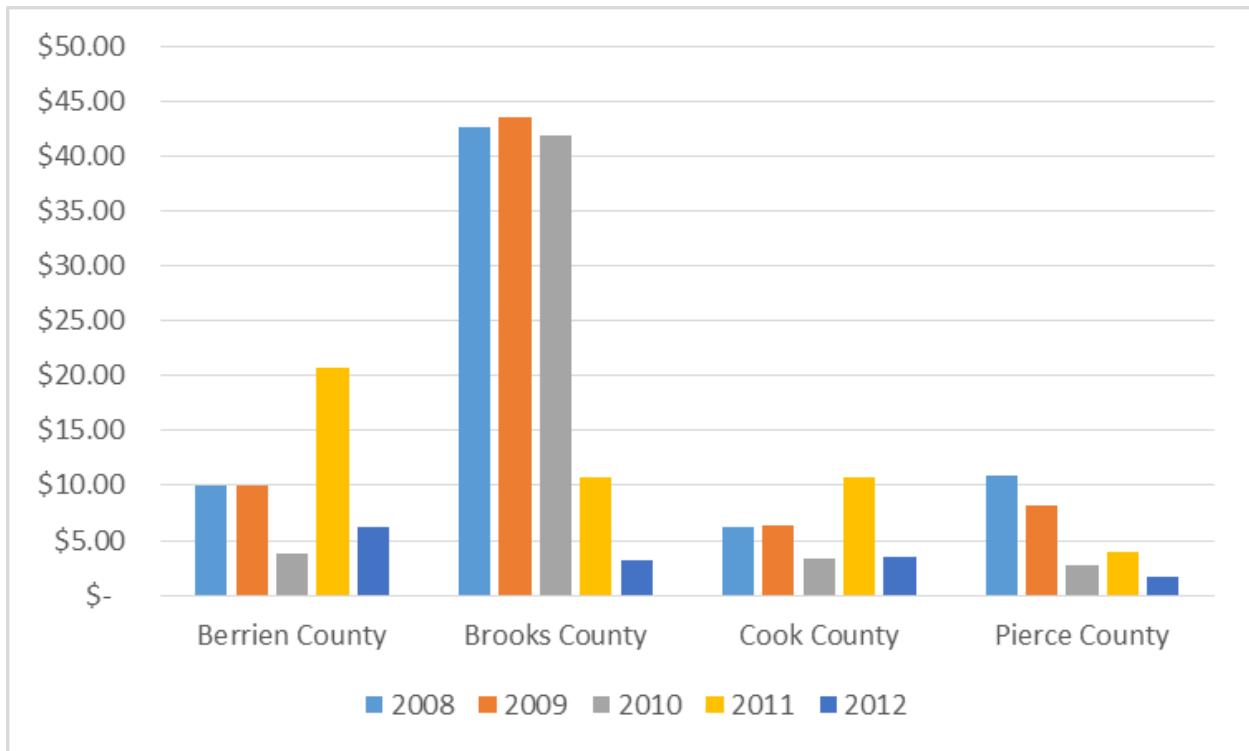


Figure 9 Average Paid by Public Riders per Trip. In Berrien County data from the National Transit Database indicates a higher cost in 2011, compared to other years and other counties.

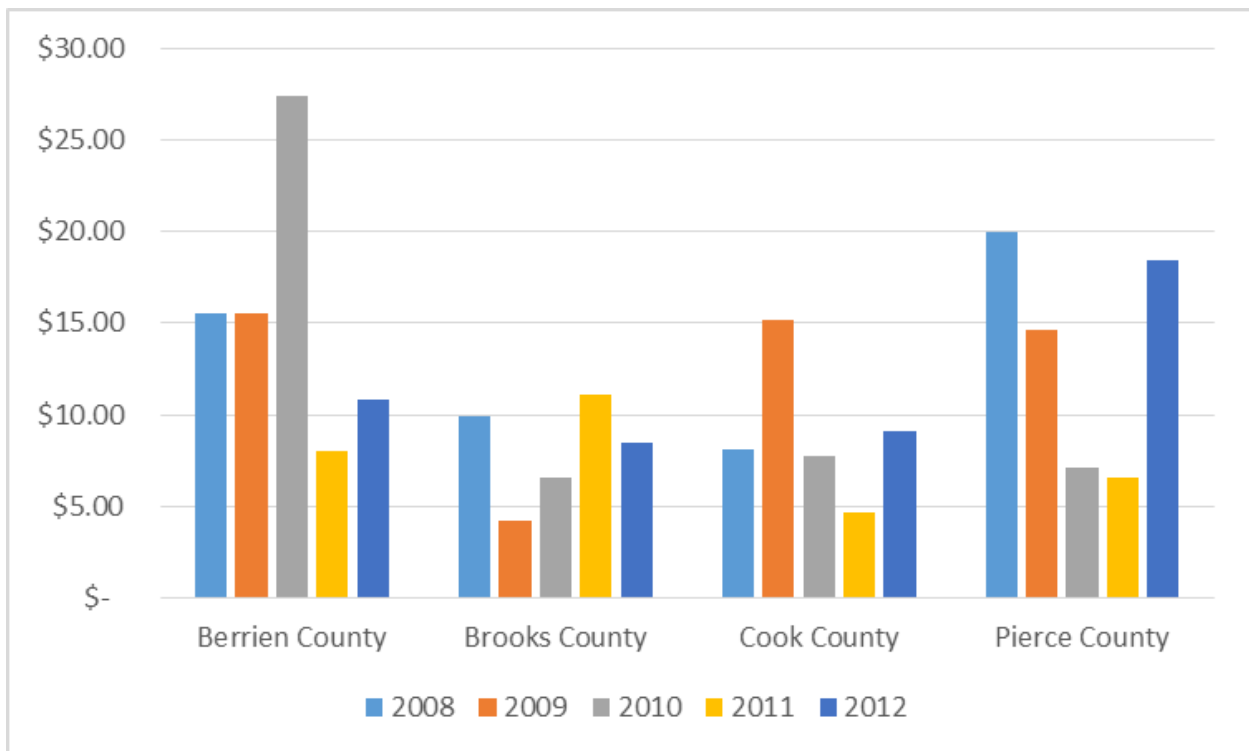


Figure 10 Average POS Cost per Trip. Berrien County supplements its local match of federal funds with POS or Purchase of Service Contracts from local human service agencies and other partners. This results in the county typically have no local expenditures.

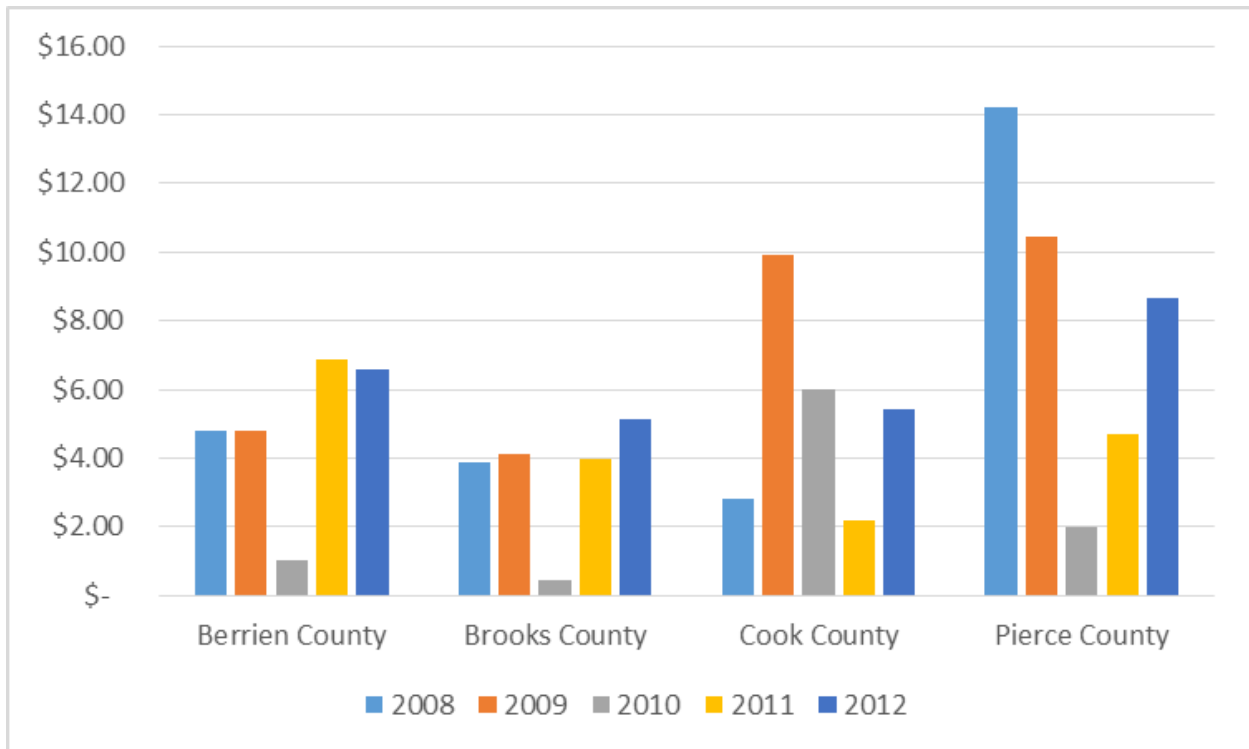


Figure 11 Average Federal Cost per Tip. Under the 5311 Rural Transit Program the Federal Transit Administration Pays up to 50% of the net operating deficit after face box revenue.

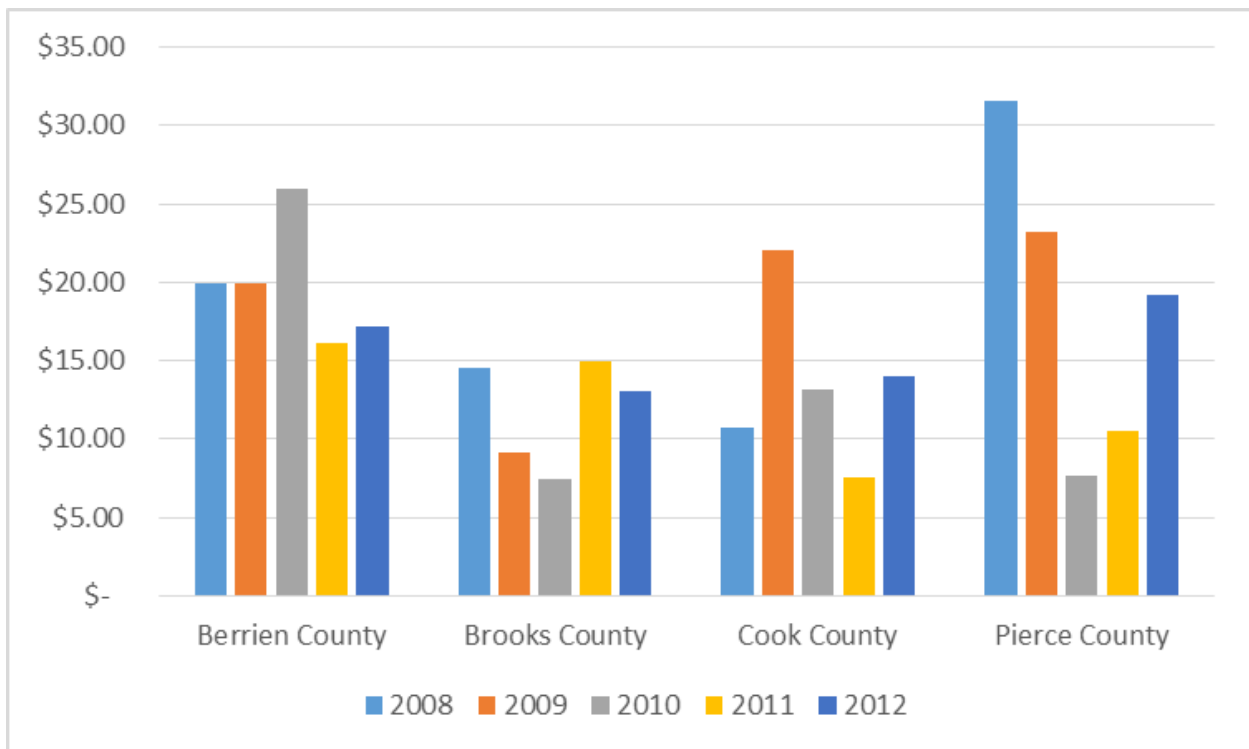


Figure 12 Average Cost per Tip (Public & POS). The five-year average cost of a trip for all riders and all funding sources on the Berrien County Transit Service is \$19.81 per trip.

TPO Contract Analysis

Berrien County annually signs/renews a contract with their third party operator (TPO) MIDS, Inc. to operate and provide the services of Berrien 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 Berrien County

Berrien County is to provide the TPO with three vehicles that are in good working condition, provide for vehicles insurance (see discussion on insurance), provide assistance in obtaining POS contracts, market the system, keep appropriate records, adopt a Drug and Alcohol Testing Policy, and allow the TPO to purchase fuels from the County for any vehicles that are used for the Berrien County Transit system.

MIDS, Inc., is the current TPO in Berrien County, and 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 (8:00 a.m. – 5:00 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 Berrien 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 Berrien 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 onto 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: 643.75 trips per month)
3. Vehicle utilization should exceed 120 hours or 1,000 miles per month per vehicle (2012: 3,1112 mi./month; 144 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: \$10.81)
6. Service ridership should exceed 0.5 passengers per vehicle service mile.

(2012: 0.069 passengers/vehicle service mile)

7. System's target is to recover a minimum of 10% of its operations costs from fare box revenues. (2012: 1.91% fare box revenue)

The Berrien 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 intend to achieve, and are not interpreted to mean the system is failing or inefficient. Service readership as measured is low due to the rural nature and long distances trips are in Berrien Count, thus increasing the mileage for each trip. Ten percent fare box recovery is a standard target for rural transit services, many communities struggle to meet this target.

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.

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 and the Valdosta-Lowndes MPO have additional goals that impact rural public transit in Berrien County. The Berrien 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 Berrien County Transit is currently meeting them.

1. Basic Mobility to Serve All Georgians

In Berrien County the transit service is open to all residents. Many of the current riders are seniors who have some personal mobility issues. The Berrien County transit service 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.

2. Program Implementation

Berrien 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 Berrien County Transit Service meets or exceeds most of these criteria on a daily basis.

The SGRC works with Berrien 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 Berrien County Transit System is operated in an efficient and effective manner by the county

at 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 Berrien County effectively work with GDOT to provide an efficient transit system for the residents of the county.

4. Safe, Secure Quality Service

The Berrien County Transit System is safe and secure, utilizing a proven training program for drivers and dispatchers. Berrien 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

Berrien 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.



Working with MIDS, Inc. and the SGRC Berrien 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.

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.

Since the 2000 US Census, Berrien County has been a part of the Valdosta-Lowndes Metropolitan Planning Organization (MPO), the regional transportation planning agency for the Valdosta Urbanized Area. The MPO 2035 Transportation Plan includes the goal of developing coordinated public transit that serves the entire region and promotes economic development. An updated 2040 Transportation Plan that is to be adopted by September 2015 will include more detailed information about transit in Berrien County.

Overall, Berrien County is meeting the goals and objectives set out by GDOT and other entities. Berrien 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 and VLMPO.

Transit Recommendations

Based on the research in this report it is the recommendation of the Southern Georgia Regional Commission that Berrien 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 Berrien County and with expanded marketing and outreach Berrien County Transit could help meet the needs of residents better. This report indicates there may even be an unmet demand, and the county and its TPO should consider expanding marketing efforts to ensure residents know this service is available to the general public.

In an interview with Brenda Ferrell and Mary Alice McGee with Berrien County, the County employees felt that Berrien County transit is meeting the needs of the community well.

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

5-year Capital and Operating Plan

Included in this section are the capital and operation budget plans for a five-year period, FY2015-2019. These should only be used as guidance. By FY2019, this plan estimates that 1 additional vehicle will be purchased for Berrien County Transit.

Operator:	Berrien County/TPO	With POS					
Date:	6/6/2014	2.1% Inflation Rate					
FY2015-2016							
Net Operating Summary				Vehicles			
Administrative Total / Ratio	\$ 22,910.00	16%		Average Trips Per Vehicle	2952		
Operating Total / Ratio	\$ 117,445.00	84%		Total Trips Projected	6246		
				Percentage of Public Trips	5.30%		
Total Operating Budget	\$ 140,355.00			POS Trips	5915		
LESS: POS Revenue	\$ -			POS Amount	\$ 79,094.00		
LESS: Non-5311 Expenses	\$ -			Rate Per Trip	\$ 13.37		
				POS Fully Allocated Costs	\$ 21.36		
Public Transportation Budget	\$ 140,355.00						
LESS: 10% Fare Revenue	\$ 14,035.50			Total Public Trips	556		
				Subsidized Revenue Per Public Trip	\$ 185.40		
Net Operating Total	\$ 126,319.50			Expected Farebox Per Trip	\$ 25.24		
Budget Summary				Totals	Federal	State	Local
Operating Budget Total	\$ 126,319.50	\$ 63,159.75	\$ -	\$ 79,094.00			
POS Local Funds	\$ 79,094.00	\$ -	\$ -	\$ 79,094.00			
Excess POS Local Funds	\$ -	\$ -	\$ -	\$ -			
Capital Budget Total	\$ 49,900.00	\$ 39,920.00	\$ 7,485.00	\$ 2,495.00			
Budget Grand Total	\$ 97,125.50	\$ 103,079.75	\$ 7,485.00	\$ 2,495.00			

FY2019-2020							
Net Operating Summary				Vehicles			
Administrative Total / Ratio	\$ 32,211.07	16%		Average Trips Per Vehicle	2100		
Operating Total / Ratio	\$ 165,125.66	84%		Total Trips Projected	18000		
				Percentage of Public Trips	8.00%		
Total Operating Budget	\$ 197,336.73			POS Trips	16560		
LESS: POS Revenue	\$ -			POS Amount	\$ 85,950.12		
LESS: Non-5311 Expenses	\$ -			Rate Per Trip	\$ 5.19		
				POS Fully Allocated Costs	\$ 10.72		
Public Transportation Budget	\$ 197,336.73						
LESS: 10% Fare Revenue	\$ 19,733.67			Total Public Trips	1440		
				Subsidized Revenue Per Public Trip	\$ 112.00		
Net Operating Total	\$ 177,603.06			Expected Farebox Per Trip	\$ 13.70		
Budget Summary				Totals	Federal	State	Local
Operating Budget Total	\$ 177,603.06	\$ 88,801.53	\$ -	\$ 85,950.12			
POS Local Funds	\$ 85,950.12	\$ -	\$ -	\$ 85,950.12			
Excess POS Local Funds	\$ -	\$ -	\$ -	\$ -			
Capital Budget Total	\$ 90,600.00	\$ 72,480.00	\$ 13,590.00	\$ 4,530.00			
Budget Grand Total	\$ 182,252.93	\$ 161,281.53	\$ 13,590.00	\$ 4,530.00			

Operator: Berrien County/TPO						Public and POS															
Date: 6/6/2014						2.1% Inflation Rate															
Administrative Budget		15-16	16-17	17-18	18-19	19-20	Operating Budget		15-16	16-17	17-18	18-19	19-20	Capital Budget		15-16	16-17	17-18	18-19	19-20	
1	Director Salary	\$5,350.00	\$5,462.35	\$5,577.06	\$5,694.18	\$7,522.01	16	Driver Salary	\$55,000.00	\$56,155.00	\$57,334.26	\$58,538.27	\$77,329.06	33	ADA Mini Van	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Supervisor Sal.	\$2,675.00	\$2,731.18	\$2,788.53	\$2,847.09	\$3,761.00	17	Dispatcher Sal.	\$9,100.00	\$9,291.10	\$9,486.21	\$9,685.42	\$12,794.44	34	Standard Van	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Bookkeeper Sal.	\$4,400.00	\$4,492.40	\$4,586.74	\$4,683.06	\$6,186.32	18	Mechanic Sal.	\$2,250.00	\$2,297.25	\$2,345.49	\$2,394.75	\$3,163.46	35	Conv. Van	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Secretary Sal.	\$1,250.00	\$1,276.25	\$1,303.05	\$1,330.42	\$1,757.48	19	Fuel	\$35,000.00	\$35,735.00	\$36,485.44	\$37,251.63	\$49,209.40	36	Conv. Van w/Lift	2	\$45,300.00	\$45,300.00	\$45,300.00	\$45,300.00	\$90,600.00
5	Training	\$750.00	\$765.75	\$781.83	\$798.25	\$1,054.49	20	Oil	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	37	Shuttle Van	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Marketing	\$750.00	\$765.75	\$781.83	\$798.25	\$1,054.49	21	Tire	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	38	Shti Van w/Lift	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Telephone	\$2,000.00	\$2,042.00	\$2,084.88	\$2,128.66	\$2,811.97	22	Parts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	39	Shuttle Bus	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Supplies	\$1,000.00	\$1,021.00	\$1,042.44	\$1,064.33	\$1,405.98	23	Maint. & Rep.	\$6,000.00	\$6,126.00	\$6,254.65	\$6,385.99	\$8,435.90	40	Shti Bus w/Lift		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Rent	\$3,160.00	\$3,226.36	\$3,294.11	\$3,363.29	\$4,442.91	24	Insurance	\$6,000.00	\$6,126.00	\$6,254.65	\$6,385.99	\$8,435.90	41	Mobile Radio	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Overhead	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	25	Drug/Alcohol	\$750.00	\$765.75	\$781.83	\$798.25	\$1,054.49	42	Base Radio	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	Software	\$1,000.00	\$1,021.00	\$1,042.44	\$1,064.33	\$1,405.98	26	Fringe Ben.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	43	Disp. Equip.	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	Audit	\$575.00	\$587.08	\$599.40	\$611.99	\$808.44	27	License	\$525.00	\$536.03	\$547.28	\$558.77	\$738.14	44	Computer	1	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	28	Uniforms	\$1,000.00	\$1,021.00	\$1,042.44	\$1,064.33	\$1,405.98	45	Other	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	29	Comms.	\$1,000.00	\$1,021.00	\$1,042.44	\$1,064.33	\$1,405.98	46	Other	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	30	Utilities	\$820.00	\$837.22	\$854.80	\$872.75	\$1,152.91	47	Other	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	31	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	32	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00								
	Total	\$22,910.00	\$23,391.11	\$23,882.32	\$24,383.85	\$32,211.07		Total	\$117,445.00	\$119,911.35	\$122,429.48	\$125,000.50	\$165,125.66		Total		\$49,900.00	\$45,300.00	\$45,300.00	\$45,300.00	\$90,600.00

Appendix A Invoice Explanation

This section will explain the TPO Invoice sent to Berrien 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.

Board of Commissioners
201 North Davis Street, Room 198
Nashville, Georgia 31639
☎ 229-686-5421 ☎ 229-686-2785

The Berrien County Board of Commissioners is an Equal Opportunity Employer and Service Provider

December 26, 2013

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

Re: **BERRIEN COUNTY** FY2014 Section 5311 Reimbursement Request

Grant: GA-18-4031
Project ID: T004739
Statement: #5 - Nov

Dear Mrs. Stinson:
Enclosed please find **1** at request for expenses incurred through **2** in 5311 program for **BERRIEN COUNTY**. This request is a reimbursement for detailing these expenses and documentation of expenditures.

Federal 50% \$6,234.51
Local 50% \$6,234.51
Total Monthly Expenses \$12,469.02

If you have any questions or concerns regarding these expenses, please contact me at 229-686-7124.

Sincerely,
Marty Alice McGee
Marty Alice McGee
Berrien County

CC: Mr. Danny Saturday

Alapaha • Enigma • Nashville • Ray City
www.berriencountygeorgia.com

Request Number: 5

Period: From: 11/01/13 To: 11/30/13

ACCOUNTS TO BE RECORDED	BUDGET	THIS PERIOD	YEAR-TO-DATE	BALANCE
1. Computer	\$ 5,250.00	\$ 1,178.14	\$ 2,789.88	\$ 2,460.12
2. Computer Equip	\$ 2,475.00	\$ 889.27	\$ 1,294.94	\$ 1,180.06
3. Computer Rental	\$ 4,400.00	\$ 660.97	\$ 3,075.17	\$ 1,324.83
4. Security Camera	\$ 2,510.00	\$ 196.02	\$ 654.38	\$ 1,855.62
5. Training	\$ 750.00	\$ 80.81	\$ 278.15	\$ 471.85
6. Marketing	\$ 750.00	\$ -	\$ 18.25	\$ 731.75
7. Telephone	\$ 2,000.00	\$ 1,012.42	\$ 1,803.84	\$ 1,196.16
8. Office Supplies	\$ 1,000.00	\$ 393.28	\$ 546.58	\$ 453.42
9. Furniture/Equipment Rental	\$ 3,100.00	\$ 729.83	\$ 1,911.03	\$ 1,188.97
10. Board of Overhead	\$ -	\$ -	\$ -	\$ -
11. Computer Software Maintenance	\$ 1,000.00	\$ 714.97	\$ 759.49	\$ 240.51
12. Audio	\$ 575.00	\$ 98.88	\$ 267.13	\$ 307.87
13. Other	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE TOTAL	\$ 4,840.07	\$ 11,820.19	\$ 11,089.61	\$ 3,750.46
OPERATING BUDGET	\$ 2,000.00	\$ 5,060.92	\$ 21,849.37	\$ 33,091.37
14. Driver Salary	\$ -	\$ 1,000.00	\$ 21,849.37	\$ 5,049.37
15. Dispatcher Salary	\$ -	\$ 1,060.92	\$ 4,454.81	\$ 5,515.73
16. Maintenance Expense	\$ -	\$ 211.47	\$ 952.88	\$ 1,237.11
17. Fuel	\$ -	\$ 2,187.99	\$ 10,915.90	\$ 24,084.10
18. Maintenance and Repair	\$ 200.00	\$ 200.00	\$ 1,275.88	\$ 4,728.32
19. Vehicle Insurance	\$ 8,000.00	\$ -	\$ 2,255.83	\$ 13,255.83
20. Diagnostic Admin Testing	\$ 750.00	\$ 1.22	\$ 68.16	\$ 688.81
21. License	\$ 525.00	\$ 35.87	\$ 358.02	\$ 166.98
22. Uniforms	\$ 1,000.00	\$ 67.90	\$ 355.76	\$ 644.24
23. Fringe Benefits	\$ -	\$ -	\$ -	\$ -
24. Communications (Fares)	\$ 1,000.00	\$ 60.82	\$ 308.80	\$ 691.20
25. Utilities	\$ 800.00	\$ -	\$ -	\$ 800.00
26. Other	\$ -	\$ -	\$ -	\$ -
27. Other	\$ -	\$ -	\$ -	\$ -

BUDGET SUMMARY				
LESS PURCHASE OF SERVICE REVENUE (IF APPLICABLE)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 140,355.00	\$ 13,854.46	\$ 53,576.68	\$ 86,778.32
ACTUAL FAREBOX	\$ 105.00	\$ 760.00	\$ 760.00	\$ 760.00
REQUIRED FAREBOX (10%)	\$ 14,035.00	\$ 3,365.44	\$ 5,987.88	\$ 8,677.56
LESS ACTUAL OR REQUIRED FAREBOX (GREATER OF ABOVE)	\$ 14,035.00	\$ 3,365.44	\$ 5,987.88	\$ 8,677.56
NET OPERATING DEFICIT	\$ 126,320.00	\$ 12,489.02	\$ 47,828.03	\$ 78,300.82
50% FEDERAL SHARE	\$ 63,160.00	\$ 6,234.51	\$ 23,914.02	\$ 39,150.47
50% LOCAL SHARE	\$ 63,160.00	\$ 6,234.51	\$ 23,914.03	\$ 39,150.47
TOTAL REIMBURSEMENT	\$ 126,320.00	\$ 12,469.02	\$ 47,828.05	\$ 78,300.82
TOTAL PURCHASE OF SERVICE (LOCAL MATCH)	\$ 70,000.00	\$ 4,435.31	\$ 22,144.64	\$ 47,865.36

AUTHORIZED OFFICER: *[Signature]* GOVT PUBLIC TRANSPORTATION COORDINATOR

- Letter from Berrien County to GDOT requesting reimbursement.
- 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.
 - 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
 - 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
 - The Federal 5311 program reimburses for up to 50% of the net operating deficit, in this case \$9,077.00.
 - The local government is responsible for the remaining 50%, this match is derived from the Purchase of Service Contract Revenue.
 - In this example the TPO, a private, for-profit company counts the difference of the POS Revenue less the amounts applied for local match and farebox revenue, as revenue for its business.
- 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 Berrien 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

BERRIEN 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 Berrien 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 Berrien 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. Reimbursement of the Cost of Primary Vehicle insurance coverage to TPO as prescribed by the GDOT on the COUNTY for the Vehicles;

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 Berrien County Drug and Alcohol Testing Policy for Transit System Employees dated MONTH DAY, YEAR (the "Testing Policy").
5. COUNTY agrees to allow TPO to purchase fuel from the COUNTY for any vehicles that are used in Berrien County for the 5311 public transportation system. The TPO should make every effort to utilize this service, unless it can document that fuel can be obtained in a more cost effective manner from another provider.

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 Berrien 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 (7:30 a.m. to 5:30 p.m.) per day 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.
3. Marketing of the System including the cost of such marketing;
4. Day-to-day supervision of the Transit drivers;
5. Insurance as specified in **Exhibit B** attached to this Agreement and incorporated herein by reference;
6. Fuel, maintenance and cleaning of, and repairs to, the Vehicles;
7. 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;
8. 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;
9. Encourage, obtain and enter into Purchase of Service Agreements. All Purchase of Service Agreements must recover the fully allocated costs; and
10. 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 conform to the following requirements:

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 Berrien 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 Berrien 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.

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 constructed 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:

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 Berrien County. The basic fares for regular service are as follows: Farebox- Pre-scheduled/Demand -Response - Trips 10 miles or less - \$3.00; Trips over 10 miles, \$3.00 plus \$.50/mile over 10 miles. 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 Berrien 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 Berrien 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 Berrien 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 Berrien 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 natural 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]

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 Berrien County, Georgia:

By: _____
Chairman, Board of Commissioners

ATTEST: _____
County Administrator, Berrien County

Date

Witness

Notary Public

On behalf of MIDS, INC.:

By: _____
John Cooley Hobby, 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 **TPO, who will be reimbursed by Berrien County**, as prescribed by GDOT. Berrien 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. Berrien 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.