

Brantley County Transit Development Plan



Brantley County

Transit Development Plan

Prepared by the Southern Georgia Regional Commission



327 West Savannah Avenue
Valdosta, Georgia 31602

www.sgrc.us/transportation

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

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Introduction

This transit Development Plan has been developed by the Southern Georgia Regional Commission to be a guidebook for Brantley County as they implement rural public transit, and to answer basic questions for staff and elected officials. This TDP will also be shared with the Georgia Department of Transportation (GDOT) to inform them of the rural public transit characteristics in the community.

Brantley County and GDOT should use this report to guide the development of rural public transit to deliver the best service possible to the residents of the community. This report assumes that Brantley County is proceeding with the application process with GDOT and will be seeking to operate the system with a third-party operator or TPO.



Demographic Analysis

Brantley County, Georgia is a largely rural county in southeast Georgia, just west of Brunswick and east of Waycross. Brantley County is a part of the Brunswick, Georgia Metropolitan Statistical Area, but is not a part of the Brunswick and Glynn County Metropolitan Planning Organization. The 2010 Census lists the population for Brantley County to be about

18,400 persons, averaging 33% decennial population growth since 1970.

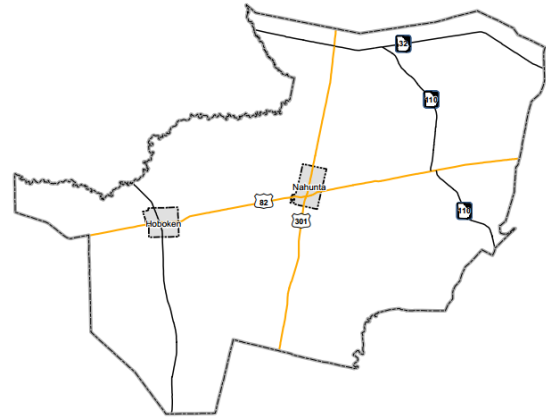


Figure 1 Brantley County, Georgia.

Over 3,800 workers commute from Brantley County to Glynn County (Brunswick) and Ware County (Waycross) every day as shown in statistics from the US Census Bureau American Community Survey (ACS) 2006-2010¹. This is an indication that Brantley County is becoming more of a suburban or 'bedroom' community in the region, contributing workers for jobs in Brunswick and Waycross. The increasing suburban population in Brantley 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 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 (all with rural public transit systems), Brantley County has the second highest median income at \$37,329, above the average of \$35,842 for the peer communities. This information tends to be an indication that there is a smaller population of low-income persons that may not have other transportation options in Brantley County compared to other communities. As was noted earlier, of the more than 7,200 workers in the county, more than 3,800, or about 52%, commute out of the county (specifically to Waycross and Brunswick) 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.

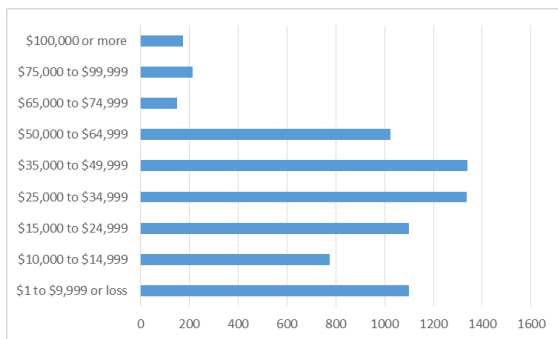


Figure 2 Income (2010) for Workers Age 16+ in Brantley County. Nearly 41% of the workers make less than \$25,000.

Poverty status is often an indication of the need for a greater reliance on public transit services. In Brantley County, an estimated 1,440 households are below the federal poverty level. This means that about 21% 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 4,000 persons in poverty in Brantley County, 2,224 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 Brantley County, it may be inferred that if a public transit system is affordable and accessible to all residents, it may offset some of the costs of transportation for individuals at or below the federal poverty level.

In Brantley County, about 83% of workers commute to work via a single-occupancy car or truck, and about 13% commuted in a carpool of at least two persons. The ACS data indicates that 255 persons used a bus for public transportation or other modes of transportation in Brantley County. This is a rather large number for a county without public transit services, meaning a large number likely walked, rode a bicycle, motor cycle, or some other means. 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 7,080 persons living in Brantley County that did not work at home, a majority (59%) have a commute time of between 15 and 44 minutes to get from home to work. This does correlate well with a significant number of residents commuting to other communities to work. This indicates that for residents to use public transit in Brantley County to get to work, the transit vehicles may have to leave the county, which hinders the ability of the system to provide adequate, affordable and accessible transportation to all residents. As Brantley County is developing its rural public transit system it may want to consider specific days when transit vehicles make trips to the larger cities.

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 16% of the population of Brantley County is over the age of 60. This is higher than the state average, indicating a significant ridership base for a rural public transit system.

Title VI and LEP Analysis

As a recipient of federal funds, Brantley 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 Brantley 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	18,411
RACE	
WHITE	17,380
AFRICAN AMERICAN	538
OTHER	312
HISPANIC	343
# IN POVERTY	4,003

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 Brantley 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 Brantley County, 30 persons are linguistically isolated. The next largest language spoken at home is Spanish in Brantley County. Below it is estimated that there are a total of 113 persons, or 0.6% of the total population that speaks Spanish. This is significantly lower than the national percentage that speak Spanish at home.

Estimate	113
Margin of Error	+/-106
Brantley County %	0.6%
United States %	19.6%

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

It is anticipated that a Brantley County transit service would not have a significant amount of contact with LEP individuals who could not use the system. It is recommended that, if needed, Brantley 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 Brantley County to the LEP community.

A public transit service in Brantley County would be provided as a service to riders in the county to access basic, non-emergency public transit services.

4. The resources available to Brantley County and the overall costs.

To provide material in other languages for the potential riders of Brantley 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 recommend 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 proposed in Brantley County provides meaningful transportation for those with ambulatory disabilities. In Brantley County, 2,258 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. A proposed Brantley County Transit Service needs to be fully ADA accessible, providing vans with lifts and courteous drivers trained and willing to help riders get on and off of the vehicles.

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 has additional goals that impact rural public transit in Brantley County. The Brantley County Comprehensive Plan Community Agenda includes a policy that states: "Our neighborhoods will be interactive communities where people have easy access to schools, parks, residences, and business through walkways, bike paths, roads and public transportation." This is the extent of the mention of public transportation in the Brantley County Comprehensive Plan. It has not been included in any short term work program. In this section the goals and objective will be discussed, as well as what measures Brantley County needs to put in place to meet them.

1. Basic Mobility to Serve All Georgia.

In Brantley County the transit service should be open to all residents. Brantley County and a third party operator (TPO) should contract with

the Southern Georgia Regional Commission and other human service organizations and agencies to provide coordination of 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.

Brantley County would administer the 5311 rural public transit program though coordination with GDOT and a TPO, and should strive to meet or exceed the FTA program requirements. As will be demonstrated through the performance criteria included in a TPO contract (see appendix). Brantley County should work with the SGRC and GDOT to request technical assistance and analysis of the transit service to better inform local and state officials of the current state of the system once it is up and running.

3. Efficiency and Effectiveness

Brantley County should operate a transit service in an efficient and effective manner through its TPO. Utilizing a POS contract, the TPO will be able to efficiently match federal funds used to supplement the public riders and lessening the monetary contribution from the County. The TPO and Brantley County should work effectively with GDOT to provide an efficient transit system for the residents of the County.

4. Safe, Secure Quality Service

Brantley County and its TPO should operate a safe and secure transit system, utilizing a proven training program for divers and dispatchers. Brantley County and its TPO should maintain safety and driver records that provide for a safe and secure environment for the riders.

5. Accessible Service, Usable by Persons with Disabilities

Brantley County transit should be committed to meet the needs of all users of the system. All

vehicles should be lift equipped to assist riders in wheelchairs. All drivers should be trained on how to operate the lifts, assist riders and make sure each rider is safely secured about the vehicles.

Working with a TPO, the SGRC and Brantley County can provide transit services for human service agency clients throughout the community, recover the fully allocated costs of the trips, and assist the county 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.

Overall, Brantley County should work to include the delivery of public transportation in its next transportation plan update, and work to market and promote the system to potential riders. The County should also actively participate in regional transportation and land use planning efforts with the SGRC.

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 Brantley County.

The analysis shows there is demand for rural public transit in Brantley County (not POS trips). Overall, there is a need for 110,800 trips annually for public riders in Brantley County. This number is probably 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 15,100 trips annually (not including POS trips). Assuming Brantley County uses POS trips, and they are figured into the equation, there is a total demand of 11,700 trips annually for the general public once the POS trips are met. Based on other communities Brantley County should start with two vehicles to build its transit service. In order to meet demand though, an expansion of vehicles may have to occur in a short number of years in the future.

SERVICE AREA CHARACTERISTICS INPUT TABLE – Fill In All Unshaded Boxes									
Service Area:	Brantley County								
Analysis Description:	Brantley County TDP FY2014 Need and Demand Analysis								
Additional Description:									
Transit Need Inputs			Program Demand Inputs						
Number of persons residing in households with income below the poverty level:	4,003		Program Name	Program Type	Number of Program Participants	Number of Events per Week	Percentage of Participants who attend on an AVERAGE day	Percentage of Participants who are Transit Dependent or Likely to Use Transit	Number of Weeks Program is Offered (Annually)
Number of households residing in households owning no vehicles:	Households	Persons	SGRC Senior Center	Senior Nutrition	18	5	80%	100%	52
1-Person households:	170	170	SGRC DFCS	Other	9	5	80%	100%	52
2-Person households:	30	60							
3-Person households:	85	195							
4-or-more-Person households:	90	360							
Mobility Gap: Enter State (from drop-down list):	GA								
General Public Rural Non-Program			American Community Survey Table Number						
Population Age 60+	3,030	BC1001							
Population Age 18 - 64 with a Mobility Limitation	1,381	S1610							
Persons Living in Households with No Vehicle Available	765	B06201							
General Public Rural Passenger Transportation									
Need: Annual Vehicle-miles of Service:	Referenced from Mobility Gap analysis								
	Annual Revenue-Miles								
Small City Fixed Route Inputs									
Population of City: College and University Enrollment (Total):		Persons: Students							
Annual Revenue-Hours of Service:		Annual Revenue-Hours							
Demand - Commuter by Transit to an Urban Center									
Workers Commuting from Rural County to Urban Center		Miles							
Distance from Rural County to Urban Center		Check Box for Yes							
Is the Urban Center a State Capital?	<input type="checkbox"/>								
<p>The preferred source of demographic data is the American Community Survey, available at: http://factfinder2.census.gov/faces/nav/jsf/pages/index.xhtml At that website enter the referenced Table Number in the appropriate box. Some table numbers may not be available for communities under</p>									

Transit Recommendations

Based on research in this report, it is the recommendation of the Southern Georgia Regional Commission that Brantley County pursue the start-up of a rural transit system. Brantley County is encouraged to utilize the demand response model in place in many other southern Georgia counties, while considering scheduled weekly trips to larger cities like Brunswick and Waycross to meet additional need. Brantley County is encouraged to promote and market the system to both human resource agencies, as well as to the general public to build the ridership base of the new system.

In an interview with County Manager Carl Rowland, he indicated that he County is proceeding through the application process with GDOT and will use this report to help inform local elected officials of the final implementation of rural public transit services in the community.

In Cooperation with other local governments which provide transit and the SGRC, Brantley County should work to develop regional flyers and brochures that better inform the public and social service agencies of the availability and affordability of transit services like the one proposed in Brantley County.

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 need to be purchased for Brantley County Transit. Estimates in the charts below are based on other similar transit systems with two and three vehicles. The start-up year also includes lower estimated public trips.

Operator: Brantley County/TPO		With POS			
Date: 6/16/2014		2.1% Inflation Rate			
FY2015-2016					
Net Operating Summary					
Administrative Total / Ratio	\$ 22,910.00	23%		Vehicles	2
Operating Total / Ratio	\$ 77,513.70	77%		Average Trips Per Vehicle	1550
				Total Trips Projected	3100
				Percentage of Public Trips	1.00%
Total Operating Budget	\$ 100,423.70			POS Trips	3069
LESS: POS Revenue	\$ -			POS Amount	\$ 60,973.00
LESS: Non-5311 Expenses	\$ -			Rate Per Trip	\$ 19.87
				POS Fully Allocated Costs	\$ 29.45
Public Transportation Budget	\$ 100,423.70				
LESS: 10% Fare Revenue	\$ 10,042.37			Total Public Trips	100
				Subsidized Revenue Per Public Trip	\$ 851.11
Net Operating Total	\$ 90,381.33			Expected Farebox Per Trip	\$ 100.42
Budget Summary					
	Totals	Federal	State	Local	
Operating Budget Total	\$ 90,381.33	\$ 45,190.67	\$ -	\$ 60,973.00	
POS Local Funds	\$ 60,973.00	\$ -	\$ -	\$ 60,973.00	
Excess POS Local Funds	\$ -	\$ -	\$ -	\$ -	
Capital Budget Total	\$ 49,900.00	\$ 39,920.00	\$ 7,485.00	\$ 2,495.00	
Budget Grand Total	\$ 79,308.33	\$ 85,110.67	\$ 7,485.00	\$ 2,495.00	

FY2019-2020					
Net Operating Summary					
Administrative Total / Ratio	\$ 32,211.07	23%		Vehicles	3
Operating Total / Ratio	\$ 108,982.94	77%		Average Trips Per Vehicle	3650
				Total Trips Projected	10950
				Percentage of Public Trips	10.00%
Total Operating Budget	\$ 141,194.01			POS Trips	9855
LESS: POS Revenue	\$ -			POS Amount	\$ 66,258.34
LESS: Non-5311 Expenses	\$ -			Rate Per Trip	\$ 6.72
				POS Fully Allocated Costs	\$ 12.89
Public Transportation Budget	\$ 141,194.01				
LESS: 10% Fare Revenue	\$ 14,119.40			Total Public Trips	1095
				Subsidized Revenue Per Public Trip	\$ 127.58
Net Operating Total	\$ 127,074.61			Expected Farebox Per Trip	\$ 12.89
Budget Summary					
	Totals	Federal	State	Local	
Operating Budget Total	\$ 127,074.61	\$ 63,537.30	\$ -	\$ 66,258.34	
POS Local Funds	\$ 66,258.34	\$ -	\$ -	\$ 66,258.34	
Excess POS Local Funds	\$ -	\$ -	\$ -	\$ -	
Capital Budget Total	\$ 95,200.00	\$ 76,160.00	\$ 14,280.00	\$ 4,760.00	
Budget Grand Total	\$ 156,016.27	\$ 139,697.30	\$ 14,280.00	\$ 4,760.00	

Operator: Brantley County/TPO							Public and POS														
Date: 6/16/2014							2.1% Inflation Rate														
Administrative Budget		15-16	16-17	17-18	18-19	19-20	Operating Budget					Capital Budget									
							15-16	16-17	17-18	18-19	19-20	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	\$36,300.00	\$37,062.30	\$37,840.61	\$38,635.26	\$51,037.18	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.	\$6,006.00	\$6,132.13	\$6,260.90	\$6,392.38	\$8,444.33	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.	\$1,485.00	\$1,516.19	\$1,548.02	\$1,580.53	\$2,087.88	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	\$23,100.00	\$23,585.10	\$24,080.39	\$24,586.08	\$32,478.21	36	Conv. Van w/Lift	2	\$45,300.00	\$0.00	\$0.00	\$0.00	\$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	Shtl 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.	\$3,960.00	\$4,043.16	\$4,128.07	\$4,214.76	\$5,567.69	40	Shtl 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	\$3,960.00	\$4,043.16	\$4,128.07	\$4,214.76	\$5,567.69	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	\$495.00	\$505.40	\$516.01	\$526.84	\$695.96	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	\$346.50	\$353.78	\$361.21	\$368.79	\$487.17	44	Computer	1	\$4,600.00	\$0.00	\$0.00	\$0.00	\$4,600.00
13	Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	28	Uniforms	\$660.00	\$673.86	\$688.01	\$702.46	\$927.95	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.	\$660.00	\$673.86	\$688.01	\$702.46	\$927.95	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	\$541.20	\$552.57	\$564.17	\$576.02	\$760.92	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	\$77,513.70	\$79,141.49	\$80,803.46	\$82,500.33	\$108,982.94		Total		\$49,900.00	\$0.00	\$0.00	\$0.00	\$95,200.00

Appendix A Example Invoice Explanation

This section will explain the typical TPO Invoice that would be sent to Brantley County each month, and 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. Brooks County Transit is used as an example below.

COUNTY OFFICERS:
Ginger Shiver, Clerk, Superior Court
Michael Dewey, Sheriff
Elizabeth Hiest, Judge, Probate Court
Ben DeVane, County Engineer
Jeri L. Dukes, Tax Commissioner
Joyce Misset, Judge, Magistrate Court
Michael Miller, Coroner
Yann Parrotti, County Attorney

COUNTY COMMISSIONERS:
S.L. Jones, Jr., Chairman
Joe Wingate, Vice-Chairman
James Maywell, Commissioner
Wilke Coyle, Commissioner
Myra Exam, Commissioner
Justin DeVane, County Administrator
Patricia A. Williams, County Clerk

December 26, 2013

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

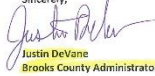
Re: Brooks County FY2014 Section 53 Request
Grant: GA-18-4031
Project ID: T004740
Statement: #5 - November 2013

Dear Mrs. Stinson:

Enclosed please find the reimbursement request for expenses incurred through administering and operating the Section 5311 program for **BROOKS COUNTY**. This request is for the month of **November 2013**, for the amount of **\$9,077.70**. Attached is a reimbursement for detailing these expenses and documentation of expenditures.

Federal 50%	\$9,077.70
Local 50%	\$9,077.71
Total Monthly Expenses	\$18,155.41

If you have any questions or concerns regarding these expenses, please contact me at 229-263-5561.

Sincerely,

Justin DeVane
Brooks County Administrator

CC: Mr. Danny Saturday

P.O. Box 272 • 610 Highland Rd. • Quitman, Georgia 31643 • Phone (229) 263-5561 • Fax (229) 263-9345

SECTION 5311 OPERATING ASSISTANCE
SPY 2014 REIMBURSEMENT FORM - VERSION 5A

Brooks County Contract Number: T004740 Request Number: 5
Period: From: 11/01/13 To: 11/30/13

*You only need to insert data into highlighted cells

	BUDGET	THIS PERIOD	YEAR-TO-DATE	BALANCE
ADMINISTRATIVE BUDGET				
1. Director Salary	\$ 11,000.00	\$ 940.93	\$ 4,168.61	\$ 6,831.39
2. Supervisor Salary	\$ 5,400.00	\$ 470.45	\$ 2,084.19	\$ 3,315.81
3. Bookkeeper Salary	\$ 8,700.00	\$ 644.30	\$ 2,633.92	\$ 6,066.08
4. Secretary Salary	\$ 7,000.00	\$ 566.82	\$ 2,444.73	\$ 4,555.27
5. Training	\$ 650.00	\$ 40.05	\$ 285.67	\$ 364.33
6. Marketing	\$ 500.00	\$ -	\$ 26.49	\$ 473.51
7. Telephone	\$ 3,500.00	\$ 809.94	\$ 2,385.82	\$ 1,114.18
8. Office Supplies	\$ 2,500.00	\$ 354.15	\$ 858.31	\$ 1,641.69
9. Facilities/ Equipment Rental	\$ 6,325.00	\$ 583.86	\$ 2,946.33	\$ 3,378.67
10. Standard Overhead	\$ -	\$ -	\$ -	\$ -
11. Computer Software Maintenance	\$ 2,000.00	\$ 172.98	\$ 1,326.24	\$ 673.76
12. Audits	\$ -	\$ 79.00	\$ 395.61	\$ 604.39
13. Other	\$ -	\$ -	\$ -	\$ -
ADMINISTRATIVE TOTAL		\$ 3,932.95	\$ 17,713.61	\$ 26,119.39
OPERATING BUDGET				
14. Driver Salary	\$ -	\$ 8,410.55	\$ 39,692.89	\$ 66,307.11
15. Dispatcher Salary	\$ -	\$ 2,039.10	\$ 8,909.63	\$ 11,090.37
16. Mechanic Salary	\$ -	\$ 422.94	\$ 1,905.77	\$ 2,384.23
17. Fuel	\$ 70,000.00	\$ 3,917.78	\$ 23,208.09	\$ 46,791.91
18. Maintenance and Repair	\$ 16,000.00	\$ 1,342.00	\$ 4,407.99	\$ 11,592.01
19. Vehicle Insurance	\$ 14,000.00	\$ -	\$ 16,523.85	\$ (2,523.85)
20. Drug and Alcohol Testing	\$ 750.00	\$ 244	\$ 127.27	\$ 622.73
21. Licenses	\$ 945.00	\$ 27.85	\$ 238.85	\$ 706.15
22. Uniforms	\$ 1,700.00	\$ 135.81	\$ 593.53	\$ 1,106.47
23. Fringe benefits	\$ -	\$ -	\$ -	\$ -
24. Communications (Radios)	\$ 1,800.00	\$ 121.85	\$ 617.22	\$ 1,182.78
25. Utilities	\$ 980.00	\$ -	\$ -	\$ 980.00
26. Other	\$ -	\$ -	\$ -	\$ -
27. Other	\$ -	\$ -	\$ -	\$ -
Total expenses (sum of rows 1 - 27)	\$ 280,300.00	\$ 20,172.67	\$ 112,961.65	\$ 167,338.35
BUDGET SUMMARY				
LESS PURCHASE OF SERVICE REVENUE (IF APPLICABLE)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 280,300.00	\$ 20,172.67	\$ 112,961.65	\$ 167,338.35
ACTUAL FAREBOX		\$ 713.00	\$ 4,377.00	\$ 4,377.00
REQUIRED FAREBOX (10%)	\$ 28,030.00	\$ 2,017.26	\$ 11,296.15	\$ 16,733.85
LESS ACTUAL OR REQUIRED FAREBOX (GREATER OF ABOVE)	\$ 28,030.00	\$ 2,017.26	\$ 11,296.15	\$ 16,733.85
NET OPERATING DEFICIT	\$ 252,270.00	\$ 18,155.41	\$ 101,665.50	\$ 150,604.50
20% FEDERAL SHARE	\$ 126,135.00	\$ 9,077.71	\$ 50,832.73	\$ 75,302.27
50% LOCAL SHARE	\$ 126,135.00	\$ 9,077.71	\$ 50,832.77	\$ 75,302.23
TOTAL REIMBURSEMENT	\$ 252,270.00	\$ 18,155.41	\$ 101,665.50	\$ 150,604.50

REQUESTED BY:  AUTHORIZED COUNTY OFFICIAL

APPROVED BY: _____ GOVT PUBLIC TRANSPORTATION COORDINATOR

- Letter from Brooks County to GDOT requesting reimbursement.
- Worksheet to accompany #1, provided by TPO 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 earns its revenue from the difference of the POS Revenue less the amounts applied for local match and farebox revenue.

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 (these may change depending on who the TPO is, but are generally required to meet all record keeping requirements by the TPO and County):
 - 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 between the County and a TPO that is recommended based on the current structure and operations of other Southern Georgia transit systems. These are recommendations only and should be reviewed by an attorney before adoption

TRANSPORTATION SERVICE CONTRACT

BETWEEN

BRANTLEY COUNTY, GEORGIA

AND

XX-THIRD PARTY OPERATOR XX

CONTRACT AGREEMENT

This Agreement is made and entered into this XX day of MONTH, 20XX, by and between the Board of Commissioners of Brantley County, Georgia, hereinafter referred to as the "COUNTY" and XX-THIRD PARTY OPERATOR XX, 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 Brantley 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. Two (2) 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 Brantley County Drug and Alcohol Testing Policy for Transit System Employees dated MONTH XX, 20XX (the "Testing Policy").
5. COUNTY agrees to allow TPO to purchase fuel from the COUNTY for any vehicles that are used in Brantley 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 Brantley 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.
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 Brantley 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 Brantley 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 Brantley 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 Brantley 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 Brantley 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 Brantley 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 Brantley 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, BRANLTEY COUNTY and XX THIRD PARTY OPERATOR 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 Brantley County, Georgia:

By: _____
Chairman, Board of Commissioners

ATTEST: _____
County Administrator, Brantley County

Date

Witness

Notary Public

On behalf of XX THIRD PARTY OPERATOR XX:

By: _____
Name, Title

ATTEST: _____
Name, Title

Date

Witness

Notary Public

EXHIBIT A

Vehicle Inventory

This section is left blank to be populated with correct date 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 Brantley County as prescribed by GDOT. Brantley 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. Brantley 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.