



NORTH GEORGIA COMMUNITY ACTION, INC.

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April 22, 2014

Ms. Becky Hood, Chairperson
Gordon County Board of Commissioners
P.O. Box 580
Calhoun, Georgia 30703

RE: Public Transportation Proposal for Fiscal Year 2014/2015

Dear Ms. Hood:

I am hereby transmitting a fully executed original and two (2) copies of the North Georgia Community Action, Inc. proposal to operate the Section 5311 Rural Public Transportation Program in Gordon County for Fiscal Year 2014/2015.

You will also find enclosed two (2) copies of the Exhibit 2, Service Agreement for Operations, please sign both copies and retain one for your files and forward one back to us.

This agency is currently serving as the Third Party Operator for the provision of this transportation service. Our current contract will end on June 30, 2014. The attached proposal seeks to continue providing this service from July 1, 2014 through June 30, 2015.

I would like to point out two major areas in the proposal which will reduce the cost to the county unit of government for the provision of this service, in terms of both monetary savings and the elimination of additional audit and staff costs to satisfy the U.S. Department of Transportation and the Georgia Department of Transportation auditing and reporting requirements.

Since North Georgia Community Action, Inc. was the pioneer transportation provider in this area, both the U.S. Department of Transportation and the Georgia Department of Transportation conducted a review of our accounting practices and audit requirements. Since we must comply with OMB Circular A-128 and OMB Circular A-133, both the State Department of Transportation and the U.S. Department of Transportation have agreed to continue to permit this Agency to maintain the total accounting records for the provision of this service to provide audits on behalf of the counties from our financial records.

Ms. Becky Hood, Chairperson

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This additional service is incorporated in our proposal at no additional cost to the county unit of government.

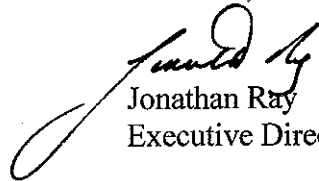
The Agency proposes to operate the system on a cost reimbursement basis with no profit factored into the budget; therefore, this proposal for operating the Gordon County Transportation Program should result in substantial savings to the taxpayers.

North Georgia Community Action, Inc., is currently operating three (3) 5311 vehicles in Gordon County. During the past year the demand for transportation has dramatically increased and looking at the additional revenues generated from the increased demand, the actual cost to Gordon County should be minimal. As I indicated earlier in my letter we will operate the system on a cost reimbursement basis and will make every effort to stay within the operating budget adopted by the county and Georgia DOT.

I appreciate your cooperation and assistance in allowing this Agency to provide these much needed services to the residents of Gordon County.

Sincerely,

NORTH GEORGIA COMMUNITY
ACTION, INC.



Jonathan Ray
Executive Director

JR/rw

Enc.

EXHIBIT 2

SERVICE AGREEMENT FOR OPERATIONS OF

GORDON COUNTY TRANSPORTATION

BETWEEN THE

GORDON COUNTY BOARD OF COMMISSIONERS

AND

NORTH GEORGIA COMMUNITY ACTION, INC.

This agreement is made and entered into this ____ day of _____ 20___, by and between the Board of Commissioners of GORDON COUNTY, hereinafter referred to as the "COUNTY" and North Georgia Community Action, Inc., (NGCA) hereafter referred to as "TPO" for Fiscal Year July 1, 2014 thru June 30, 2015.

Whereas, the purpose of this agreement is to provide for cooperative agreement between the COUNTY and TPO for the operation of public transportation service. GORDON COUNTY, as the governing body, is authorized under the Official Code of Georgia Annotated Titled 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 GORDON COUNTY for the purpose of operating public transportation services; and

Whereas, because of mutual benefits and interest in providing public transportation services in GORDON COUNTY, the following agreement is entered into between the parties. Nothing in this agreement absolves or diminishes the contractual relationship between GORDON COUNTY and the State Department of Transportation, (DOT) for the provision of public transportation services,

NOW, THEREFORE, the parties agree as follows:

I

REMUNERATION TO TPO

Based upon the budget submitted by GORDON COUNTY in the transportation proposal for 2014/2015, the TPO's annual indirect cost fee for delivery of services will be included in the monthly request for reimbursement submitted to the COUNTY, which will reflect the actual cost of operating the system.

II

SCOPE OF WORK

(A) COUNTY WILL PROVIDE TO TPO THE FOLLOWING:

- (1) Up-to-date information on patrons, points of origin and destination and schedules.
- (2) Three (3) vehicles in good working condition, a copy of said vehicle list attached as Exhibit "A" to this agreement and incorporated herein.
- (3) Technical assistance in obtaining purchase of service contracts, marketing of the system, and required record-keeping and reports.
- (4) Radio equipment for each of the vehicles, and a base station if needed.

(B) TPO SHALL PROVIDE THE FOLLOWING;

- (1) The management and operation of a complete rural public transportation system for residents of GORDON COUNTY. Such services will be operated in accordance with policies and procedures of GORDON COUNTY and DOT.
- (2) Picking up and taking custody of and responsibility for, all maintenance (including preventative maintenance, cleaning, repair and component replacement as necessary), and use of GORDON COUNTY – owned vehicles in providing services, and shall return vehicles to COUNTY in good condition upon termination of services.
- (3) Implementation of such services expansions or improvements as may be proposed by TPO and accepted by COUNTY, or as may otherwise be agreed upon between the parties from time to time.

III

SCOPE OF SERVICES

- (A) Services to be offered under this agreement may include a combination of route-deviation subscription, contract, and demand-response services as may be approved by the COUNTY. Charter services may be operated provided regular services are not interrupted and at a full recovery of costs. Profits from charter services will be considered revenue to the GORDON COUNTY Government. Particulars of the services shall conform to the following requirements:

- (1) The contract shall be for one (1) year.
 - (2) The service will be curb-to-curb, shared-ride, route-deviation, demand-response, and charter transportation for residents of GORDON COUNTY.
 - (3) In this regard, route-deviation service constitutes deviating from a route within a schedule and points of origin and destination. Demand-response services constitutes service with 24-hour advance notice. Less than 24-hour advance notice should be worked into the regular schedule when feasible. Charter service constitutes pre-arranged service after regular operating hours or on weekends with three (3) working days advance reservation required.
 - (4) The route-deviation and demand-response service will be provided Monday through Friday, charter service will be provided after regular operating hours on weekdays and on weekends.
 - (5) Hours of service are Monday through Friday from 8:30 a.m. to 5:00 p.m.
 - (6) Passengers constitute any resident of GORDON COUNTY.
 - (7) A trip constitutes transporting one passenger one-way between two locations and TPO shall maintain a daily record of calls received.
- (B) TPO is to provide all reservations and scheduling functions as outlined in the following:
- (1) The TPO shall respond to telephone requests from 8:30 a.m. to 5:00 p.m. Monday through Friday, except holidays and TPO shall maintain a daily record of calls received.
 - (2) Requests will be evaluated by TPO to determine if they can be added to existing routes. If the request necessitates the addition of new routes or additional vehicles, TPO shall be responsible for submitting a revised budget to the COUNTY. COUNTY shall be responsible for deciding if the request can be granted and request budget amendments through D.O.T. if changes are to be made.
 - (3) TPO shall accept reservations for demand-response service 8:30 a.m. and 5:00 p.m., Monday through Friday. Reservations should be made 1 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 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 the trip

cannot be accommodated, the Dispatcher shall note this on the demand-response reservation log.

- (4) TPO shall accept reservations for charter service from 8:30 a.m. and 5:00 p.m. Monday through Friday. Reservations should be made at a minimum of Three (3) working days in advance of the trip. The Dispatcher shall maintain a charter reservation log, recording the name and telephone number of the caller, the name of the organization, the number of passengers, and the requested days, times, and locations of both the originating and return trips. If the trip can be accommodated, the Dispatcher will make the reservation, and notify the organization's contact person of the charter requirements. If the trip cannot be accommodated, the Dispatcher will note this on the charter reservation log. Charter service is normally available only after hours and on weekends. Only NGCA, Inc. drivers may operate these vehicles. Special billing procedures will apply. (i.e. organization pays Drivers and NGCA, Inc. bills for the use of vehicle)

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

- (1) The operator shall accept all trip requests relayed from the Dispatcher so long as they are within 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 more than 75% of the vehicles in the operation's fleet.
- (2) The vehicles must be on time, unless there are extenuating circumstances, beyond TPO's control. A 95 % on-time performance rate is required. Notification must be given by TPO to the patron in the event of unavoidable delays.
- (3) The Driver must wait a reasonable period of time before declaring the passenger a "no-show". (Five (5) minutes is considered a reasonable time.)
- (4) Drivers should offer assistance to all passengers as needed to board and depart from the vehicle; secure all wheelchairs; and request that all passengers buckle their seatbelts.
- (5) Drivers shall refrain from smoking, eating, and drinking while passengers are in the vehicle.
- (6) Drivers shall maintain records of mileage, time, type and numbers of trips, and passenger type as required by the DOT and COUNTY.
- (7) TPO shall complete passenger complaint forms and send copies to the COUNTY Administrator, a copy of said form attached hereto as Exhibit "B" incorporated herein.

(8) TPO shall inform the appropriate social agency representative regarding any difficulties experienced in transporting an agency client, whether related to safety, behavior or other reasons.

(D) All vehicles utilized under this Agreement must be maintained in safe and good mechanical condition. DOT inspections will occur on a semi-annual basis and in accordance with the Vehicle Monitoring Form, a copy of which is attached hereto as Exhibit "C" and incorporated herein. The TPO shall provide the personnel, parts, equipment, supplies and supervision necessary to perform all cleaning, preventative and repair maintenance to keep vehicles clean and in good working order and to maintain the continuity of service. Should the COUNTY elect to perform this service the TPO shall reimburse COUNTY in full for the labor and materials of such maintenance. Vehicles of COUNTY utilized by TPO under this contract shall be parked overnight and on the weekends at a designated County location.

(E) TPO agrees to the following qualifications and training guidelines for personnel:

(1) Driver qualifications – TPO agrees that all drivers using 16 passenger vehicles have or will be able to obtain a valid Class A or Commercial Driver's License, 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, have a minimum of three (3) 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 with the elderly, handicapped and general public, have ability to arrive to work on time, and have favorable job history and satisfactory references.

(2) TPO will design a Driver training program that includes the following: Use of equipment, defensive driving techniques, emergency first-aid procedures and CPR training, passenger assistance techniques for proper care and handling of disabled riders, fare structures, system information, preventative maintenance requirements, and record keeping.

(3) Dispatchers 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, and ability to coordinate variable route needs.

(4) The TPO shall design a Dispatcher training program that includes the following: Use of dispatching equipment, grouping of trips for more effective utilization of vehicles and resources, fare structures, system information, record keeping, and knowledge of special needs of social service agency clients.

(5) TPO agrees to comply with and be responsible for implementing any drug testing

program as mandated by the DOT and adopted by the COUNTY regarding drivers, dispatchers and other employees of TPO.

- (F) TPO will make every effort to operate the service in accordance with the budget contained in the contractual agreement between COUNTY and the DOT. Any deviation from the approved budget must be approved by the COUNTY and the DOT. 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 DOT for the period specified in the contractual agreement between the COUNTY and the DOT.

These records shall include work orders generated to the COUNTY for maintenance and records of payments for said maintenance. TPO will maintain a management information system, either manual or computerized, which will facilitate accurate record-keeping, reporting, and analysis.

TPO shall provide operating reports to the COUNTY on a timely basis and in appropriate form for submission to DOT as required by the 10th of each month to the DOT District 6 Office, Cartersville, Georgia (This will not preclude the COUNTY from undertaking the responsibility of providing such operating reports, but TPO shall be required to furnish all necessary information to complete such reports if the COUNTY undertakes this responsibility.)

- (G) TPO shall maintain an acceptable accounting system in accordance with Federal and State Regulations. TPO will be required to provide for an independent audit at the end of the contact period. This end-of-year audit shall be performed by a certified or licensed independent auditor. Further details are included in OMB Circular A-133.

- (H) General public riders are required to pay a fare as follows:

Ambulatory	
Under 10 miles -----	\$ 2.00 per one-way trip
Over 10 miles -----	\$ 3.00 per one-way trip
Wheelchair - - - - -	\$4.00 per one-way trip

All fees charged by the TPO and the COUNTY for contract and charter transportation services will be based upon the Fully-Allocated Cost Methodology. DOT and its contractors will provide guidance and assistance in cost determination.

TPO will collect fares from general and public riders. TPO will daily calculate total collected fares, and verify that total relative to general public trips made on that particular day. All revenue, including fares, contract, and charter will be regularly deposited in an account of a banking institution that is mutually-accepted by TPO and COUNTY.

Purchase of service contract riders and Medicaid must pay the fully allocated cost.

TPO shall be responsible for billing social service transportation expenses to the appropriate party on a monthly basis. All fares and purchase of service income received shall be documented on the invoice submitted to COUNTY. TPO shall submit monthly invoices to the COUNTY by the end of the month. COUNTY shall reimburse TPO by the 10th day of the following month. A copy of said invoice form is attached hereto as Exhibit "D" and incorporated herein.

- (I) TPO shall report any accidents to GORDON COUNTY and the DOT District 6 Representative within one hour of the occurrence or, if the offices are closed, by 9:00 am on the following workday, and shall submit to COUNTY and to DOT a copy of the accident report. In case of an accident, drivers are subject to drug and alcohol testing if the nature of the accident requires such testing under the FTA mandated Drug & Alcohol Policy.
- (J) TPO must agree as a condition to receiving federal assistance under 5311 of the Urban Mass Transportation Act of 1964, as amended, that:
 - (1) No persons shall on the grounds of race, color, creed, national origin, sex, age or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives Federal financial assistance from the Federal Transit Administration.
 - (2) TPO shall not discriminate against any employee or applicant for employment Because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed, and are treated during employment without regard to their race, color, religion, sex, or national origin.
 - (3) The TPO will conduct any program or operate any facility that receives or benefits From Federal financial assistance administered by the Department of Transportation (DOT) in compliance with all requirements imposed by or pursuant to 40 CFR Part 27, non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities Benefiting from Federal Financial Assistance.
- (K) TPO will initiate or continue to provide for the duration of this agreement a marketing program to increase local public awareness of the available public transportation services, to encourage local usage of these services, and to enhance local public relations. The elements and strategies of the marketing program are elucidated in the COUNTY Business Plan. DOT and its contractors will provide guidance and assistance in this effort.
- (L) TPO shall identify new business through existing resources, including TPO, local

officials, social service agencies, business, DOT and its contractors, and other. New business will be identified on the basis of the particular need for public transportation service, and the availability of the TPO's resources to adequately meet that need without impinging existing service delivery. TPO will solicit COUNTY authorization for provision of new business service prior to service initiation. Any budget amendments will be approved by both COUNTY and DOT.

- (M) COUNTY and TPO will coordinate with other public services in the local area in the provision of local public transportation so as to maximize usage of existing public transportation resources and to minimize service duplication.
- (N) TPO shall use the following service criteria as a guide for evaluation of vehicle utilization:
 - (1) The service should be complimentary and not duplicate other transportation services.
 - (2) Monthly rider-ship should exceed 500 person trips per active vehicle in service.
 - (3) Vehicle utilization should exceed 120 hours per month per active vehicle.
 - (4) Vehicle should be available for service on a daily basis.
 - (5) Vehicle trips for contract or charter service shall, at a minimum recover all costs.
 - (6) Regular service rider-ship should exceed 0.5 passengers per vehicle service mile.
 - (7) Total system utilization should at a minimum achieve 10 percent of its rider-ship from fare-paying non-agency passengers.
- (O) TPO will provide to COUNTY upon request of COUNTY access to its records, during normal business hours of TPO, related to the services provided hereunder but it is understood by the parties that the records are the property of TPO and that any copying cost of said records shall be the responsibility of COUNTY.

IV.

CONTRACTS FOR SERVICE

Contracts for service with Social Service Agencies and other organizations shall be negotiated by TPO and submitted to the COUNTY for approval. Fares for the general public shall be set by the COUNTY, in conjunction with the TPO. Purchase of service agreements must recover fully allocated costs.

V.

COMPLIANCE WITH LAWS

TPO shall comply with relevant Federal and State Laws and regulations pertaining to the Federal Transit Administration Section 5311 Program Funds to include the Office of Management and Budget OMB Circular 74-7 and the Hatch Act.

VI.

TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

This Agreement shall coincide with the beginning and ending time period of the Agreement for public transportation financial assistance between the COUNTY and the DOT. COUNTY reserves the right to terminate this Agreement at any time for just cause upon thirty (30) days written notice to TPO notwithstanding any just claims by TPO.

- (1) This agreement shall be construed under the laws of the State of Georgia.
- (2) This agreement contains the entire agreement of the parties and shall only be modified in writing signed by the parties thereto.

GORDON COUNTY, GEORGIA

By: _____

Title: _____

ATTEST: _____

NORTH GEORGIA COMMUNITY ACTION, INC.
"TPO"

BY: *[Signature]* _____

Title: *Executive Director* _____

ATTEST: _____