

**SECTION 5311 PUBLIC TRANSPORTATION
SERVICE AGREEMENT**

**FOR OPERATION OF
THREE RIVERS REGIONAL TRANSIT SYSTEM**

**BETWEEN THE
BOARD OF COMMISSIONERS OF LAMAR COUNTY**

AND

THREE RIVERS REGIONAL COMMISSION

PREAMBLE

This Agreement is made and entered into this _____ day of _____, 2022 by and between the Board of Commissioners of LAMAR COUNTY hereinafter referred to collectively as the “COUNTY”; and THREE RIVERS REGIONAL COMMISSION, hereinafter referred to as “TRRC”; and shall terminate on the 30th day of June, 2023, unless terminated earlier under other provisions of this Agreement.

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with the Three Rivers Regional Commission has agreed to participate in the operation of a Regional 5311 Public Transportation System; and

WHEREAS, the Georgia Department of Human Services (DHS) has agreed to purchase transportation services from Three Rivers Regional Commission; and

WHEREAS, The COUNTY has agreed to participate in this regional transportation system administered by the Three Rivers Regional Commission; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

**TERM OF AGREEMENT
TERMINATION PROVISIONS
AND ATTACHED DOCUMENTS**

1. Engagement: The TRRC is retained and engaged by the counties for the purpose of operating a 49 U.S.C. 5311 public transportation program aka the Three Rivers Regional Transit System (the “Program”).
2. Term of Agreement: The term of Agreement shall be from July 1, 2022 through June 30, 2023.

3. Termination of Agreement: The COUNTY and TRRC reserve the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.

4. Attachments:

Attachment A: Terms of Usage

Attachment B: Service Areas and Fares

Attachment C: Georgia Security and Immigration Compliance Act of 2006

ARTICLE II

SCOPE OF WORK

COUNTY RESPONSIBILITIES

1. The COUNTY will appropriate funds to operate the Section 5311 Rural Public Transportation Program for the stated contract year.
2. The COUNTY will provide one or more vehicles for use by the TRRC and its Third Party Operator (TPO) for use in the regional public transit program.
3. The COUNTY understands that the typical useful life of a transit bus is approximately five years. The COUNTY will support TRRC's 5311 application to GDOT for vehicle replacements including provision of required local match.

TRRC RESPONSIBILITIES

1. The TRRC will manage the day-to-day operation of the Regional 5311 Public Transportation program. The TRRC will retain and monitor a third party operator and ensure compliance with local, state, and federal laws and regulations.
2. The TRRC will manage the financial reporting and statistical analysis for the Program, and request the appropriated funds from the COUNTY no more than monthly and no less than once a year.
3. The TRRC shall cause the Third Party Operator to procure insurance policies for all DOT assigned vehicles including automotive liability, commercial general liability, and excess liability with endorsement to insure contractual liability, broad form property damage, personal injury, personal and advertising liability. The insurance certificates must include the COUNTY listed as additional insured parties. Said insurance must meet the below qualifications or their equivalency:
 - a. \$1,000,000 per occurrence (Each Occurrence Limit – indicates the amount of coverage the contractor has under a liability policy for any one occurrence other

than Personal & Advertising injury occurrences.)

- b. \$3,000,000 aggregate (Aggregate Limit – indicates the amount of coverage (for other than Products/Completed Operations Liability occurrences) the contractor has under a liability policy for the policy period; no matter how many separate losses that may occur.)

ADDITIONAL RESPONSIBILITIES

1. The TRRC and the third party operator shall defend all lawsuits, not related to insurance claims, brought in connection with the Program, or any claim related to the Program. The TRRC agrees to pay in full all costs and expenses incidental thereto; however, the COUNTY may have the right, at its own expense, to participate in the defense of any suit, without relieving TRRC of any obligation.
2. All expenses for the operation of the Program, including without limitation, all wages, salaries, fringe benefits, other employee costs, services, and all maintenance and operation of the vehicles, including without limitation, fuels, lubricants, parts, materials, taxes and the expenses required for the performance of this contract shall be supplied and paid for by the third party operator retained by the TRRC. Payment from the COUNTY to the TRRC for all expenses incurred in fulfilling the intent of this Agreement shall be limited to the fund amount listed in Article IV.
3. TRRC shall operate the Program services in accordance with all laws and regulations, including the guidelines and policies set by GDOT and DHS. TRRC further agrees to maintain appropriate books, records, documents, papers, and other evidence pertaining to public transportation operations for the period of this Agreement and for three years beyond the period of this Agreement and to make such materials available for inspection, upon request by the Authorized Representative or his designee, the COUNTY, GDOT, DHS or their representatives.
4. Service expansions or improvements may be recommended by TRRC to the participating County. It is agreed that the TRRC must have approval and additional funds (if applicable) from the COUNTY before implementation of expansions or improvements.

ARTICLE III

SCOPE OF SERVICES

SERVICES TO BE OFFERED

Services to be offered under this Agreement will be based on response to specific requests (hereinafter “demand response transportation”), within the following parameters:

1. This service (demand response transportation) will be offered only under the terms of this Agreement.

2. Demand response service constitutes service with at least 24-hour advance notice. Any advance notice less than 24-hours should be worked into the regular schedule when feasible. Demand response service is either subscription service (prearranged to meet the repetitive travel needs of riders) or random service (scheduled sporadically by riders).
3. Service is available to public passengers a minimum of 8 (eight) hours a day, Monday through Friday. DHS related services may be available up to 7 (seven) days per week.
4. Passenger constitutes any resident of COUNTY. A normal passenger trip constitutes transporting one passenger one-way between two locations within the service area described in Attachment B.

REVENUE AND EXPENSE REPORTING AND INVOICING

Fare Box Revenue: There is a fare box structure established for the transit system. The fare amount is described in Attachment B. The fare structure shall remain in force until the TRRC has sufficient data to justify a change.

ACCIDENT REPORTING

A written report must be sent to the TRRC by the TPO within 24 hours (but no sooner than the next business day) after an accident. This accident report shall describe the nature of the accident, the findings as to cause, personal injury sustained, property damage and information, and if a drug and alcohol test was administered. The TRRC will notify the COUNTY and an accident report will be forwarded to the COUNTY once it is received.

FEDERAL COMPLIANCE

The COUNTY and TRRC hereby agree as a condition of participating in the Section 5311 Rural Transportation Program, that:

1. No persons shall on the grounds of race, color, religion, 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 Act;
2. TRRC and its third party operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin;
3. TRRC and its third party operator 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.

ARTICLE IV

COMPENSATION

<u>Operating & Program Administration:</u>	\$17,900
<u>Vehicle Matching Funds</u>	\$ 0
<u>Total Funding Request:</u>	\$17,900

The COUNTY's maximum obligation to TRRC for the term of this contract shall not exceed \$17,900. Compensation will be requested no more than monthly and no less than once a year.

LAMAR COUNTY

ATTEST: By: Chairman, Board of Commissioners

Clerk, Board of Commissioners of
LAMAR County

Three Rivers Regional Commission

Kirk R. Fjelstul, Executive Director

Witness

Doug Hollberg, TRRC Chairman

Notary Public (Seal)

ATTACHMENT A

TERMS OF USAGE

*An Attachment to the Service Agreement Between
The Board of Commissioners of the aforementioned
COUNTY
AND
THREE RIVERS REGIONAL COMMISSION*

WHEREAS, the Boards of Commissioners for the aforementioned COUNTY have indicated a desire to contract with THREE RIVERS REGIONAL COMMISSION to provide public transportation services within their county area, located in the Three Rivers region; and

WHEREAS, the aforementioned COUNTY has supplied at least one vehicle for operation of a public transportation system in the Three Rivers region.

THEREFORE, the parties agree to the following, as an Attachment to their Service Agreement as referenced above:

1. THREE RIVERS REGIONAL COMMISSION will have the right to operate and manage vehicles placed by the above named COUNTY into the Three Rivers Regional Transit System, an FTA Section 5311 program.
2. THREE RIVERS REGIONAL COMMISSION will follow all state and federal laws regarding the safe operation of any vehicle placed in the Three Rivers Regional Transit System.
3. THREE RIVERS REGIONAL COMMISSION recognizes that program vehicles are the property of LAMAR COUNTY, and will treat said property with proper care and attention. Nothing in the “Terms of Usage” shall constrain the County from its rights of ownership and supervision over respective program vehicles.
4. THREE RIVERS REGIONAL COMMISSION acknowledges the following: Should the COUNTY withdraw from the main Service Agreement, program vehicle(s) must be returned to the COUNTY.

This “Terms of Usage” agreement is effective only upon execution of the main agreement between the COUNTY and THREE RIVERS REGIONAL COMMISSION. Termination of the main agreement automatically eliminates any claim the TRRC may have pertaining to rights of operation for said program vehicles.

ATTACHMENT B
SERVICE AREAS AND FARES

NORMAL SERVICE AREAS:

Butts County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties
Carroll County Service Area: Carroll County and the City Limits of Bremen, Georgia.
Lamar County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties
Meriwether County Service Area: Meriwether County
Pike County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties
Spalding County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties
Upson County Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties
City of Griffin Service Area: Butts, Lamar, Pike, Spalding, and Upson Counties

FARES:

Carroll County Fare: \$3.00 per one-way passenger trip (\$1.00 for veterans).
Butts County Fare: \$2.00 per one-way passenger trip.
Lamar County Fare: \$2.00 per one-way passenger trip.
Meriwether County Normal Fare: \$3.00 per one-way passenger trip.
\$10 per one-way passenger trip out of county. Minimum two passengers going to same place at the same time. Locations limited to Columbus, Griffin, Newnan, and Senoia.
Pike County Fare: \$2.00 per one-way passenger trip.
Spalding County Fare: \$2.00 per one-way passenger trip.
Upson County Fare: \$2.00 per one-way passenger trip.
City of Griffin Fare: \$2.00 per one-way passenger trip.

ATTACHMENT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Effective July 1, 2007, the following language is required to be included in all contracts entered into by COUNTY for the physical performance of services:

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit 1 and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
1. _____ 500 or more employees;
 2. _____ 100 or more employees;
 3. X Fewer than 100 employees.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."