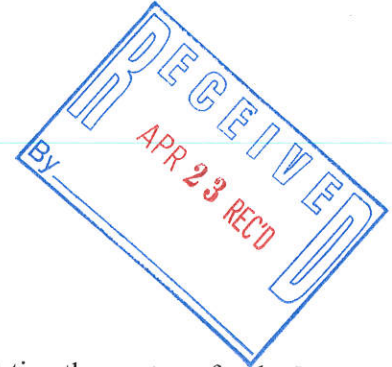


COUNTIES SERVED: Butts, Carroll,
Coweta, Heard, Lamar, Meriwether,
Pike, Spalding, Troup, and Upson

April 16, 2015

City of Griffin Board of Commissioners
Mr. Doug Hollberg, Mayor
100 South Hill Street
Griffin, GA 30224



Dear Mayor Hollberg:

The Three Rivers Regional Commission (TRRC) has recently finished negotiating the contract for the FY 2016 public transportation program with the Department of Transportation (DOT). The following actions need to be taken in order to finalize the administrative portion of the contract:

1. To sign and return, prior to June 30th, the enclosed service agreements between the Three Rivers Regional Commission and the City of Griffin to provide public transportation.
2. Appropriate \$6,650 for the purpose of providing public transportation services within the city for the FY 2016 contract year. If ridership exceeds projections the full amount requested may not be needed.

The Griffin/Spalding vans are used to transport people to and from work, people in need of routine medical care, to transport the elderly, and to transport the disabled so that they can live normal lives. In FY 2015 the Griffin/Spalding vehicles performed an average of 2,362 trips per month, and the public transportation program makes a positive contribution to the community. In the 2015 transit summary, the transit system has been used for the following purposes: 31% Senior Citizens, 50% Employment Related, and 19% combined for Medical, Shopping, Educational, and Recreational type trips.

Sincerely,



Robert Hiatt
Governmental Services Director

Enclosures: (2) Transportation Service Agreements, Contract Year 2016

Cc: Kenny Smith, City Manager

**SECTION 5311 PUBLIC TRANSPORTATION
SERVICE AGREEMENT**

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

**BETWEEN THE
BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN**

AND

THREE RIVERS REGIONAL COMMISSION

PREAMBLE

This Agreement is made and entered into this _____ day of _____, 2015 by and between the Board of Commissioners of the CITY OF GRIFFIN hereinafter referred to collectively as the "CITY"; and THREE RIVERS REGIONAL COMMISSION, hereinafter referred to as "TRRC"; and shall terminate on the 30th day of June, 2016 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 formation of a Regional 5311 Public Transportation System; and

WHEREAS, the CITY OF GRIFFIN 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.
2. Term of Agreement: The term of Agreement shall be from July 1, 2015 through June 30, 2016.
3. Termination of Agreement: The CITY or TRRC reserves the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.

4. Attachments:

- a. Attachment A: Georgia Security and Immigration Compliance Act of 2006
- b. Exhibit 1: Contractor Affidavit and Agreement – EVV

ARTICLE II

SCOPE OF WORK

CITY RESPONSIBILITIES

1. The CITY will appropriate funds to operate the Section 5311 Rural Public Transportation Program for the stated contract year.

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 for compliance with local, state, and federal regulations.
2. The TRRC will manage the financial reporting and statistical analysis for the program, and request the appropriated funds from each participating local government no more than monthly and no less than once a year.

ADDITIONAL RESPONSIBILITIES

1. The TRRC and the third party operator shall defend all lawsuits, not related to insurance claims, brought upon the FTA Section 5311 regional public transportation program (commonly known as the Three Rivers Regional Transit System), or any claim related to the aforementioned public transportation program. The TRRC agrees to pay in full all costs and expenses incidental thereto; however, the CITY may have the right, at its own expense, to participate in the defense of any suit, without relieving TRRC of any obligation.
2. All wages, salaries, fringe benefits, other employee costs, services, 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 CITY to the TRRC for all expenses incurred in fulfilling the intent of this contract shall be the fund amount listed in Article IV.
3. TRRC shall operate the FTA Section 5311 Regional Public Transportation program services in accordance with the guidelines and policies set by GDOT.

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, any CITY, and the GDOT or their representatives.

4. Service expansions or improvements may be recommended by TRRC to the participating CITY. It is agreed that the TRRC must have approval and additional funds (if applicable) from the CITY 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 passengers a minimum of 8 (eight) hours a day, Monday through Friday excluding holidays.
4. Passenger constitutes any resident of Butts, Lamar, Meriwether, Pike, Spalding, and Upson COUNTIES, and a passenger trip constitutes transporting one passenger one-way between two locations.

REVENUE AND EXPENSE REPORTING AND INVOICING

Fare Box Revenue: There is a fare box structure established for the transit system. The fare amount is between \$2.00 and \$2.50 per one-way passenger trip. The fare structure shall remain in force until the TRRC has sufficient data to justify a change.

ACCIDENT REPORTING

A written report must be filed with the TRRC by the TPO within 24 hours 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.

FEDERAL COMPLIANCE

The CITY and TRRC must 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 or 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 or 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

Operating & Program Administration: \$6,650

Total Compensation: \$6,650

The CITY's maximum obligation to the TRRC shall not exceed \$6,650 (Six thousand six hundred fifty dollars) for transit capital match, and transit operating and program administration services rendered between July 1, 2015 and June 30, 2016. Compensation will be requested no more than monthly and no less than once a year.

**On behalf of the Board of Commissioners
of the CITY OF GRIFFIN**

Board of Commissioners

ATTEST:

Kenny L. Smith, Secretary

Three Rivers Regional Commission

Lanier E. Boatwright, Executive Director

Hays Arnold, TRRC Chairman

(Seal)

(Seal)

EXHIBIT 1

STATE OF GEORGIA
SPALDING COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the **City of Griffin** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **City of Griffin**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **City of Griffin** at the time the subcontractor(s) is retained to perform such service.

286740

EEV / Basic Pilot Program* User Identification Number

Three Rivers Regional Commission

Contractor Name

Lanier E. Boatwright
BY: Authorized Signature of Officer or Agent

4/4/15
Date

Executive Director

Title of Authorized Officer or Agent of Contractor

Lanier E. Boatwright

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 14 DAY OF April, 2015.

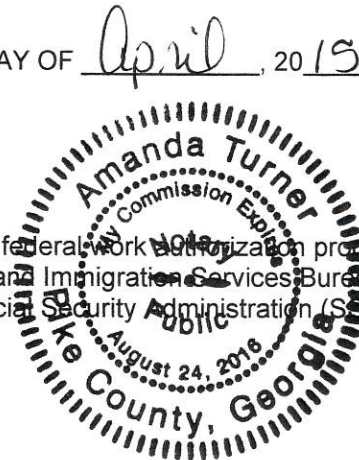
Amanda Turner

Notary Public

My Commission Expires: 08/24/2016

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV /Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. 13-10-91.



ATTACHMENT A

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 the *City of Griffin* 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."

Contractor's Initials: _____ Date: _____
Verification of compliance by City contract officer: _____