Governance Models for Regional Transit Coordination

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Introduction

Transit coordination requires cooperative governance. To this end, governance models have been developed specifically for coordinating transit services. Models vary in the efficacy they provide to transit providers. While there is no clear hierarchy among these models, each has distinguishing characteristics that make one or another more suited to a specific coordination effort. Some models allow for a fully-enabled state-authorized agency or authority. Other models limit the policy-making or taxing powers of a coordinated transit system. In Kansas, statute law, while not explicitly so, allows a fair degree of transit coordination, especially through statutorily-authorized interlocal agreements. While the Legislature has mandated participation in Coordinated Transit Districts, regional transit coordination, as envisioned in this paper, is a more organic process brought forth by a need for the more efficient provision of transit services. Individual transit providers, both public and private, can realize a number of substantial operating and managerial benefits through cooperation and coordination.

Cooperation between providers and coordination of services at a regional level presents rural transit providers a number of benefits. TCRP 101 reports that these just a few of benefits are:

- lowered trip costs for travel and for human service agencies;
- extended service hours, services to new areas or new communities and to more people;
- more trips made by persons needing transportation;
- services more responsive to schedules, points of origins, and destinations of customers;
- greater emphasis on safety and customer service;
- more door-to-door service; and
- more flexible payment and service options.

Conversely, regional coordination also presents a challenge to rural transit providers, namely setting up a governance structure that efficiently and equitably serves transit customers. Moving from a single agency, single community, or single population transportation provider agency to one which is coordinated, provides regional public transit service, and coordinates the needs of multiple communities, presents specific challenges with respect to governance. Those challenges include determining how best to structure such a regional organization to represent the mobility needs of all participating communities, how best to protect the service quality to all customers, and how best to equitably support services, both financially and operationally, across what may be a large and disparate region. Additionally, it should be said that there is a difference between needing coordination and needing additional services. Coordination creates a more efficient allocation of existing resources. It does not automatically mean more services. Potentially, though, with the right governance structure as a start, coordination can contribute toward additional services.

Several governance models have emerged from coordination efforts within the rural public transit community. As emphasis on coordination has grown, so has the interest in determining which governance model can best meet the needs of a given region. This paper will examine a number of governance models applicable to regional transit governance and attempt to identify the advantages and disadvantages of each for application to regional coordination pilot projects in rural Kansas.
communities. With this information, it is hoped that rural public transit stakeholders will be able to make informed decisions regarding the governing mechanisms that will contribute to successful coordination. Furthermore, case studies will illustrate how these models, with their attendant advantages and disadvantages, have been applied by successful regional transit organizations throughout the United States.

**Governance Models for Regional Coordination**

Coordination of transit services in rural Kansas means adopting or creating a governance model uniquely suited to a particular region’s needs. This requires an examination of existing services and providers as well as a frank assessment of what services a region wishes to provide through coordination. Rural Kansas is served, sometimes efficiently and sometimes not, by a mélange of county, municipal, quasi-public, and private not-for-profit transit providers. Governance models come in numerous forms, most of which correspond to one of the following six models:

- regional transit authority;
- regional transit coordinating council;
- joint powers agreement;
- joint power board; and
- private not-for-profit agency as lead agency which contracts for service.
- private stock corporation

The following describes each model’s characteristics and its inherent advantages and disadvantages (see **TABLE 1** for a summary). The name and substance of each model herein is subject to change from state to state; the first four models are based on Virginia models, presented in Nelson/Nygaard Consulting Associates’ 2008 report to the Charlottesville-Albemarle Regional Transit Authority, have been selected because of the breadth of the coordination opportunities they illustrate. The fifth model is a common private governance structure. In addition, all of these models can employ service contracts in order to contract out services or contract for services.

**Regional Transit Authority**

Regional transit authorities (RTAs) are generally seen as having the greatest capacity to govern and operate transit of the various governance models available to regions interested in coordination. Such an organization can include representation from government and transit spheres including the state legislature, counties, municipalities, educational institutions, private transit providers, etc. Governmental units are guaranteed board positions; other stakeholders may be limited to ex-officio positions. The RTA’s efficacy comes from its status as a fully state-enabled organization with the ability to locate and further develop dedicated funding sources (taxes, bonds) as well as develop its own policy. In doing so, cities and counties would likely see a reduction in their direct funding of transit. An RTA could operate a transit system or systems or contract these operations out to another group or groups. In the case of the latter, an RTA may engage solely in planning for, funding, and coordinating pre-existing/contract systems. In cases where an RTA is on par with cities or counties, an RTA generally possesses the right to eminent domain as well. In those cases where an RTA does not have such authority, it must rely on the cities and counties which it serves. The biggest hurdle to such an organization is resistance toward the creation of another taxing authority and thus, the difficulty of
gaining approval of the necessary enabling legislation. An RTA is the most effective regional measure, but it is also the most difficult to create.

In terms of providing services to rural Kansans, the RTA model is only applicable in those communities where there is already an established and well-received municipal or county-run public transportation provider which possesses (by way of its existing governing authority) the ability to tax or issue bonds as a financing mechanism. This way, the creation of the RTA is seen as a lateral transfer of pre-existing taxes, not the creation of new taxes.

**Regional Transit Coordinating Council**

Like an RTA, a regional transit coordination council (TCC) involves many representatives from various levels of government. Unlike an RTA, a TCC is not a policy-making body nor does it have the ability to develop its own funding mechanisms; nor does a TCC have the capacity to operate a transit system. In its most basic form, a TCC is a regional advisory board for pre-existing transit agencies, which would generally be represented by their general managers. Transit operations are left to municipal, county, and private operators. Inasmuch, while a TCC can go a long way toward coordinating services at a regional level, funding remains in the hands of individual transit agencies. This funding hurdle may hinder the effectiveness of a TCC since TCC members may effectively block any proposed changes they do not care for with the power of the purse. The TCC is a relatively easy “introductory” method by which to coordinate services because it does not involve enabling legislation. Instead, a simple agreement among providing agencies can create a TCC. The inverse of an RTA, a TCC is the model with the least governing capacity but it is also the easiest form of governance to create.

In rural Kansas, where a considerable number of providers are, in fact, private not-for-profit companies that lack taxing authority, a TCC may be a good “introductory” method to, at the very least, coordinate transit services to eliminate overlapping services and pool what funding is available. A TCC, while basic in comparison to other models, is a relatively easy way to institute greater efficiency within a region’s transit providers.

**Joint Powers Agency**

A joint powers agency (JPA) is limited to coordinating service between political subdivisions; it cannot include non-governmental stakeholders. Essentially, a JPA can do whatever its constituent members are legislatively enabled to do. In a transit context, this means that a JPA can operate a transit system. What it cannot do however, as it lacks its own enabling legislation, is create and maintain its own revenue stream. It must rely, instead, on the cities and/or counties that comprise the JPA for funding through intergovernmental transfers. The key disadvantage to a JPA is its exclusion of important stakeholders such as local universities and private transit providers from the coordination process.

Since a JPA is limited to governmental entities, it may not be particularly well suited to rural Kansas where, as aforementioned, a large portion of service providers are private companies or social service agencies.

**Joint Powers Board**

This is, simply defined, a JPA that includes non-governmental stakeholders. With a joint powers board (JPB), an individual city or county transit system or multiple such systems continue to be operated by
those cities and counties. But, instead of being governed by those cities and counties individually, these systems are governed by a regional JPB. Like an RTA, numerous community stakeholders (cities, counties, educational institutions, etc.) can be represented. As a JPB has no legal standing, it only exists to advise the individual providers that it governs. Cities, counties, and other operators must actually carry out the decisions of the JPB. With no legal standing, a JPB is unable to generate its own revenue (again, this role is left to transit providers). The advantage though is that a JPB requires no enabling legislation. The JPB may be seen as an alternative when states do not allow for membership in JPAs for non-governmental providers.

Like a TCC, a JPA is a potential model for rural Kansas because it includes private transit providers that are so crucial to rural public transit in Kansas.

**Private Not-for-Profit Agency**

Whereas the previous models have been largely centered on government-provided transportation services, this model illustrates an alternative to public governance. Frequently, private non-profit human service agencies developed transportation services out of their clientele’s necessity. Clients needed access to employment, medical treatment, developmental services, the grocery store, etc. and the public sphere was not providing access. Therefore, these private agencies implemented transportation services to fill this service gap. Over time, many of these agencies have taken the logical next step and have begun to provide services to the general public to meet a community need and as a means of developing a supplemental income stream. Generally, non-profits are governed by a board of directors who are chosen to represent the area served by the agency. Potentially, these board members could include local government officials in addition to private citizens. Funding comes from state and federal grants and fare receipts. Like a TCC, JPA, or JPB, one of the advantages of a non-profit agency is that since it is private, it requires no enabling legislation—it is simply a 501(c)(3) corporation. As such, a non-profit enjoys considerable freedom to make its own decisions without governmental interference and can more easily adapt services to market demands. However, to obtain grants (§§5307, 5309-5311, etc.) the agency must be willing to tailor services to the needs of applicable groups. Since most non-profits have evolved from human service agencies, this is rarely an issue in terms of an agency’s mission.

Like a TCC or JPA, because they involve the private transit providers that are the backbone of rural transit in Kansas, private non-profit organizations can be an invaluable tool in providing coordinated transit services for Kansans. In addition, non-profits’ considerable flexibility is often seen as an asset.

**Private Stock Corporation**

Another model of private ownership, the private stock corporation can be owned by either private or public stockholders or by a combination of both. In any case, stockholders form a board of directors to make policy decisions. In the public ownership model, this board may be composed of representatives of the various cities and/or counties which own the transit-providing corporation. Often, positions on the board are allocated proportionate to the number of shares that each jurisdiction owns. Aside from corporate autonomy, one of the benefits of the stock corporation is its ability to add jurisdictions to its service area. When the board invites a new jurisdiction to join the corporation, the board issues stock for that new jurisdiction to purchase. This may result in a reapportionment of board seats or the expansion of the board. As a corporation, the transit provider may not tax, but rather it is funded through payments from its member jurisdictions who themselves can apply for state and federal transportation grants.
### TABLE 1 Relative Advantages and Disadvantages of Transit Governance Models

<table>
<thead>
<tr>
<th>GOVERNANCE</th>
<th>Regional Transit Authority</th>
<th>Regional Transit Coordinating Council</th>
<th>Joint Powers Agency</th>
<th>Joint Powers Board</th>
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<td>+</td>
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<tr>
<td>Construct, operate, and maintain other modes</td>
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<td>—</td>
<td>+</td>
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<tr>
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<td>Reduce reliance on city/county general funds</td>
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<td>agreement</td>
<td>agreement</td>
<td>n/a</td>
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</tbody>
</table>

**Key:** + : strength  — : weakness


**Service Contracts**

Service contracts can be used in two ways. First, a transit agency contracts out the provision of services to an outside organization. A common example of this arrangement is when a transit agency contracts overnight services to a local taxi company that already provides around-the-clock service. Second, an outside organization contracts with a transit agency for the provision of transportation services. This kind of contract is usually used by a human service agency. The human service agency, looking to focus on human services—not transportation—contracts with a local transit agency to provide transportation for their clientele.

A typical service contract, for either example, will spell out service provisions such as what days and hours services will operate, policies on notification regarding schedule modifications, and allowable waiting periods. In financial matters, the contract will spell out the fee for the provision of services and
the payment schedule, the amount of insurance liability, and policies on renegotiation in case of service expansion or contraction. Service contracts should also indicate a schedule for negotiations regarding the renewal of the contract when the current contract is set to expire.

One of the advantages of service contracts is that they allow some degree of autonomy to remain, helping alleviate one of the chief concerns human service organizations have raised during coordination efforts and circumnavigating potential turf wars. In this way, organizations can receive some of the benefits of coordination without losing their power. However, service contracts can also beget infighting. Often, a company that an agency has contracted with will not provide the quality of services that the agency would like to see. Some agencies have gone so far as to no longer contract out services because of the damage previous contractual agreements have done to their public image. These agencies have decided that, in order to maintain the consistently high level of service their patrons expect, it is worth the cost of assuming full ownership and operation duties.

Transportation Coordination Provisions in Kansas Statute Law

The body of statute law in Kansas does provide, albeit in modified terminology, for a useful variety of options which rural transit provider might implement in coordination efforts. In fact, at the present time, only the Wichita and Topeka urban areas have the authorized power to create a statutory publicly-funded transit system. However, Kansas statute law provides for “interlocal cooperation” that allows for much of the functioning characteristics of the aforementioned Virginia models.

Cities of the First Class: Public Transportation

Wichita is authorized to operate a transit system by virtue of the fact that its population is larger than 225,000 (the only city in the state thus far). K.S.A. 13-3101 through 13-3116 allows first-class cities with such a population to create and operate a transit system provided that “privately owned public transportation [is] inadequate” and that voters approve of the creation of a system. This style of municipal operation, however, is not a coordinated system. Rather, it is a single municipal provider. Governance is provided by the city council while management and operations of such a system may, at the council’s pleasure, be contracted to outside persons or companies. Cities operating a public transit system may also use eminent domain, levy taxes, and issue bonds for transit-related purposes.

Metropolitan Transit Authority Act

Unlike Wichita, the Topeka Metropolitan Transit Authority (TMTA), operating in a city of 125,000 residents, is expressly authorized by K.S.A. 12-2801 through 12-2840. The “metropolitan transit authority act” authorized the City of Topeka to hold a referendum on the creation of a transit authority to serve the Topeka and any area within three miles of its borders (revised by Kansas Senate Bill 544 in 2010 to any area within 90 miles). Referring to the models previously presented, the TMTA is a cross between the operating capacity of a regional transit authority and the taxing capacity of a transit coordination committee. Individual cities within the TMTA’s authorized service area may levy a property tax not exceeding one mill for transit purposes; the TMTA is not authorized to levy its own taxes. The five members of the TMTA board are appointed to four-year terms by the Mayor of Topeka and must reside in the TMTA service area.
Interlocal Cooperation

Another type of transit coordination, authorized by K.S.A. 12-2901 through 12-2910 is termed “interlocal cooperation.”

It is the purpose of this act to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Kansas law allows cities and counties to coordinate with other local governments and private persons and corporations to provide numerous public services. While coordination of “transportation” or “transit services” is not expressly authorized, neither is it expressly prohibited. In fact, reasons concerning “economic development,” of which transit is certainly one, are specifically allowed. Such interlocal agreements must explicitly outline a governing structure such as a joint board or an administrator as well as the manner of financing to be used. Legal entities created through interlocal agreements may issue bonds to finance their operation. In terms of the previously presented coordination models, Kansas interlocal agreements most resemble, for transit purposes, a regional transit authority without the necessity of legislative authorization. However, depending on how much efficacy is written into an interlocal agreement, it could easily resemble a joint powers agency or board.
Case Studies in Regional Transit Coordination

The following pages contain case studies that show how transit agencies around the country have approached transit governance and financing. The selected cases do not hew exactly to any one model but do tend to have selected approaches that contain elements of the aforementioned models. It is important to remember that any fruitful coordination effort will pick and choose traits from various models to create an efficient and equitable transit system for a given service area. Some of the following case studies were developed through intermunicipal coordination while others came from intercounty coordination. While these are different scales, the model concepts remain largely the same.

Bay Metropolitan Transit Authority (Bay METRO)
BAY CITY, MICHIGAN

GOVERNANCE MODEL:
Regional Transit Authority

SERVICE DEMOGRAPHICS:
52% disabled, 16% elderly, 32% general public

NUMBER OF JURISDICTIONS:
1 county with 5 municipalities and services to 2 adjacent counties; manages separate services in 1 additional county

SERVICE AREA POPULATION: 110,000

NUMBER OF VEHICLES: 65

COMPUTERIZED DISPATCH: yes

Bay METRO was created in 1974 to coordinate transit services among numerous service agencies in Bay County, Michigan. Now authorized under Michigan’s 1986 Public Transportation Authority Act, Bay METRO can levy a property tax up to five mils. It currently levies a 0.75-mil tax, renewed in 2010, which supplements state and federal assistance. The authority is governed by a nine-member board of directors, appointed by the county commission. The board is assisted by the Specialized Service Committee consisting of Bay METRO and service agency representatives; this committee consists of transportation providers and outside contractors who oversee how Specialized Services Grants are spent. Interlocal agreements are used to ensure that transit services between counties do not require transfers at county lines. The authority provides fixed-route and demand-response services. With its tax-levying power, Bay METRO closely resembles a Regional Transit Authority but also shows elements of a TCC or JPB since it involves contracted service providers in oversight roles.

Contact: Eric Sprague, Assistant General Manager
(989) 894-2900
esprague@baymetro.org
Ottawa County Transit Agency (OCTA)
OAK HARBOR, OHIO

GOVERNANCE MODEL:
Regional Transit Coordinating Council

SERVICE DEMOGRAPHICS:
all services available to the general public

NUMBER OF JURISDICTIONS:
1 county with 8 municipalities with service to an additional 6 counties

SERVICE AREA POPULATION: 40,000

NUMBER OF VEHICLES: 28

COMPUTERIZED DISPATCH: yes

The Ottawa County Transit Agency began as the outgrowth of a local human services provider. In the early 1990s, the Ottawa County Board of Mental Retardation/Developmental Disabilities provided transportation services to its own clientele. In 1996, they became the lead agency among 16 agencies looking to coordinate services. As lead agency, it served as the governing board while an advisory board included public representatives. Service initially was limited to participating agencies. When, in 2000, general public transit services were added, the operation was transferred to a county transit board which continues to facilitate coordination among a diverse group of human service agencies while also providing transit services to the general public. OCTA provides curb-to-curb transit services. Funding comes from human service agency contracts and state and federal grant programs.

Contact: Bill Lowe, Director
(419) 898-7433
bill.lowe@octapublictransit.org

Butte Regional Transit (B-Line)
CHICO, CALIFORNIA

GOVERNANCE MODEL:
Joint Powers Agency

SERVICE DEMOGRAPHICS:
all services available to the general public

NUMBER OF JURISDICTIONS:
1 county with 5 municipalities

SERVICE AREA POPULATION: 200,000

NUMBER OF VEHICLES: 63

COMPUTERIZED DISPATCH: yes

The Butte County Association of Governments (BCAG) formed Butte Regional Transit in 2005 to coordinate and consolidate seven different public transit service providers. To achieve this five municipal governments and the county government signed a joint powers agreement. The JPA vests policy-making power in the hands of the BCAG Board of Directors which is made up of municipal and county representatives. The BCAG Board is advised on human services transportation needs by the Social Services Transportation Advisory Council which is composed of community members. Funding comes from local, state, and federal sources; BDAG is not authorized to levy its own tax. The B-Line provides both fixed route services as well as demand-response services for seniors and the disabled.

Contact: Robin Van Valkenburgh, Senior Planner
(530) 879-2468
vanvalkenburgh@bcag.org
**OATS, Inc.**

COLUMBIA, MISSOURI

GOVERNANCE MODEL:
Private Not-for-Profit Agency

SERVICE DEMOGRAPHICS:
all services available to the general public

NUMBER OF JURISDICTIONS:
87 counties

SERVICE AREA POPULATION: 4,000,000+

NUMBER OF VEHICLES: 703

COMPUTERIZED DISPATCH: yes

OATS was formed in the early 1970s specifically to facilitate transit for the elderly in rural areas of Missouri. What began as a group of volunteers has been transformed into a 501(c)(3) not-for-profit public transportation provider. OATS is administered by a 14-member Board of Directors appointed by its constituent volunteer County Support Committees. Anyone who uses OATS services can serve on these Committees which are in charge of local fundraising, scheduling, and publicity. OATS primary funding source is federal grants which require a local match. OATS uses volunteers to provide services such as dispatching, scheduling, administrative services, etc. which can be used as in-kind local matching funds. Counties also contribute cash matching funds as they see fit. OATS will work with counties to provide more service if the county is willing to provide more matching funds. With such a large service area, operations are broken down into seven regional divisions. Additional funding is provided by local agencies on aging, Medicaid, state grants, and charitable contributions.

Contact: Linda Yaeger, Executive Director
(573) 443-4516
lyaeger@oatstransit.org

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**OCCK, Inc.**

SALINA, KANSAS

GOVERNANCE MODEL:
Private Not-for-Profit Agency

SERVICE DEMOGRAPHICS:
Most services available to the general public

NUMBER OF JURISDICTIONS:
14 counties

NUMBER OF VEHICLES: 39

SERVICE AREA POPULATION: 125,000

COMPUTERIZED DISPATCH: yes

OCCK began in 1970 as a private not-for-profit provider of development services to persons with physical and/or mental disabilities in north central Kansas. Governed by a volunteer board of directors, OCCK originally served residents of the nine-county SRS Salina district. One of the services OCCK provided to its clientele was transportation to employment, shopping, medical appointments, etc. In 2008, OCCK expanded its services launching CityGo, a fixed-route bus service for the City of Salina. CityGo also provides “Wave and Ride” service in parts of Salina whereby a rider can flag down a passing bus. Aside from CityGo service, for a fare, OCCK also provides paratransit, transit to and from hospitals in Salina for 14 surrounding counties, and one intercity city route between Belleville and Salina. OCCK also provides free transit to medical appointments anywhere in the state for Medicaid recipients within OCCK’s 14-county region. These additional services require advance scheduling.

Contact: Pat Wallerius, Vice President and CFO
(785) 827-9383
pwallerius@occk.com
**JAUNT, Inc.**
CHARLOTTESVILLE, VIRGINIA

GOVERNANCE MODEL:
Quasi-Governmental Stock Corporation

SERVICE DEMOGRAPHICS:
68% disabled, 33% elderly (overlap accounted for by persons who are both disabled and elderly)

NUMBER OF JURISDICTIONS:
6 counties and 1 independent city

SERVICE AREA POPULATION: 220,000

NUMBER OF VEHICLES: ≈70

COMPUTERIZED DISPATCH: yes

JAUNT was formed in 1975 as a 501(c)(3) non-profit by Charlottesville human service agencies looking for more efficient and cost-effective means of providing transportation services. In 1982, it entered into public ownership as a quasi-governmental stock corporation in which all shares are owned by the constituent jurisdictions. The proportions of stock ownership are reflected in the composition of the appointed 16-member Board of Directors. At the time it became a stock corporation, JAUNT considered operating under a joint powers agreement; however, in retrospect, the difficulty to add counties to a JPA has made this a prescient decision. Two counties have been added since 1982. Because it is a stock corporation, there was no necessity for specific enabling legislation. Costs are apportioned to the member counties by the amount of revenue service hours operated in each county on a yearly basis. JAUNT provides a wide variety of services for its constituents. In Charlottesville and urbanized areas of Albemarle County, JAUNT provides demand-response paratransit service. Additionally, while Charlottesville runs its own general public service, persons unable to use that system may use JAUNT for a fare. In other more rural counties, service might be provided on certain days of the week for access to certain locales. JAUNT also provides commuter services to Charlottesville for residents of outlying counties as well as after-school/summer camp transportation in some locations. JAUNT previously employed service contracts. In one case, JAUNT contracted with local a local taxi company to provide job access programs on a 24/7 basis. This was done because the taxi company operated around the clock, providing access to jobs for overnight workers who most needed the service. However, JAUNT eventually discontinued the use of service contracts because of the complications that arose. These included trouble getting contracted service providers to comply with federal rules regarding safety and drug and alcohol testing. Additionally, a bidding war between taxi companies for the contract led to one company picketing JAUNT’s offices—a public relations nightmare. In the end, it was decided that owning and operating all services was preferential to contracting some services as JAUNT was able to keep tighter control over the quality of service when it owned and operated the service.

Contact: Donna Shaunesey, Director  
(434) 296-3184  
donnas@ridejaunt.org
Mid-Iowa Development Association (MIDAS)  
FORT DODGE, IOWA

GOVERNANCE MODEL:  
Joint Powers Agency

SERVICE DEMOGRAPHICS:  
al services available to the general public

NUMBER OF JURISDICTIONS:  
6 counties

SERVICE AREA POPULATION: 100,000

NUMBER OF VEHICLES: 52 general service vehicles and 15 school busses

COMPUTERIZED DISPATCH: yes

Formed in 1971 as a joint powers/intergovernmental council of governments under Iowa statute law, MIDAS owns and operates Iowa Regional Transportation Authority V’s transit system which provides general public services in four of the Region’s six counties. Services in these four counties are managed by county-level managers and are tailored to each county’s needs. Through service contracts, MIDAS provides services to Wright County and manages and operates the services in the City of Fort Dodge and Webster County. MIDAS also manages and operates a school district’s bus system in the region. The council of governments is governed by an Executive Board consisting of three representative from each of the six member counties. Each county Board of Supervisors selects one board member to represent the county, one to represent constituent cities, and one to represent each county’s economic development council. The Transportation Committee reviews policies for and recommends policies to the Executive Board.

Contact: Jay Kammerer, Transit Manager  
(515) 576-7183  
jkammerer@midascog.net

South Central Transit (SCT)  
CENTRALIA, ILLINOIS

GOVERNANCE MODEL:  
Regional Transit Authority

SERVICE DEMOGRAPHICS:  
al services available to the general public

NUMBER OF JURISDICTIONS:  
5 counties

SERVICE AREA POPULATION: 175,000

NUMBER OF VEHICLES: 50+

COMPUTERIZED DISPATCH: yes

SCT provides fixed route and demand-response services to five counties in southern Illinois. Services provide access to local shopping centers, medical centers, jobs, and recreation areas. Additionally, SCT has significantly increased public transportation access to events in Saint Louis, roughly one hour to the west. Coordination efforts began in 1989 and culminated with the formation of the South Central Illinois Mass Transit District in 1992. Authorized by the Local Mass Transit District Act, SCT is able to apply for state Downstate Public Transportation Act funds and federal grants. Also, as a governmental unit itself, SCT is exempt from paying property and fuel taxes and is entitled to reduced liability insurance rates. Its statutory creation also allows it to pursue its own contracts. SCT benefitted human services agencies by allowing them to focus on human services while SCT provided transit.

Contact: Vicki Clift, Director of Finance  
(618) 532-0189  
vclift@southcentraltransit.org
Bibliography


Elias, J. Improving Rural Transportation with Regional Cooperation. Kansas RTAP Fact Sheet—Regional Coordination, Kansas University Transportation Center, Lawrence, Kans., 2009.

Elias, J. Regional Coordination Increases Options. Kansas RTAP Fact Sheet—Full Service Regional Coordination, Kansas University Transportation Center, Lawrence, Kans., 2009.


Appendix A

Letter of intent between a university and city regarding coordination

The University of Kansas & City of Lawrence
LETTER OF INTENT BETWEEN THE UNIVERSITY OF KANSAS AND THE CITY OF LAWRENCE, KANSAS REGARDING THE ESTABLISHMENT OF A COORDINATED, CONSOLIDATED, OR MERGED TRANSIT SYSTEM

Whereas, the University of Kansas (hereinafter “KU”) and the City of Lawrence, Kansas (hereinafter “City”) both operate separate transit systems serving the University of Kansas and the Lawrence communities; and

Whereas, KU and the City have been working to identify opportunities to achieve increased coordination between their systems, including honoring of each others passes and coordination of routes; and

Whereas, in recognition of the findings of the joint study conducted by KU and the City to explore the feasibility of coordination and/or consolidation of transit services, both KU and the City desire to further explore the possibility of a merger of their transit systems dependent upon certain conditions occurring in the future; and

Whereas, both KU and the City desire to express their intent regarding such coordination, consolidation, or merger with a letter of intent indicating a commitment to prepare and execute the necessary documents to successfully implement seamless service by July 1, 2009, if certain funding conditions occur in the future and other conditions are met;

NOW, THEREFORE, THE UNIVERSITY OF KANSAS AND THE CITY OF LAWRENCE DO HEREBY AGREE AS FOLLOWS:

The City and KU agree, to further explore the feasibility of consolidating their transit systems, with a goal of achieving seamless service effective July 1, 2009, if the following conditions are met:

A. KU and the City both agree to commit funding resources equal to the amount necessary to continue to fund the level of existing transit services and fleet requirements currently provided by both KU and the City, as conditioned further herein. KU and the City acknowledge that for the City this will require the voters of Lawrence to approve a sales tax proposal placed on the November 4, 2008 ballot and that the results of the election will not be known until the November 2008 election. KU and the City further agree that if the sales tax election fails, then the City will be under no further obligation to merge transit systems with KU. KU and the City further acknowledge that for KU any consolidation or merger will require appropriate approval by the University’s Provost, Transit Commission, Student Senate, and other required approval authorities. KU and City agree that, if such approvals are not obtained, KU will be under no further obligation to coordinate, consolidate, or merge its transit systems with the City.

B. KU and the City agree that any consolidation or merger of services may require a joint form of governance, to be further set forth and agreed to with a separate document which shall set forth the responsibilities and obligations of KU and the City. Any joint form of governance would include adequate representation by KU students and would ensure that the legal
obligations of both KU and the City are met. Any joint form of governance would determine the operation of the consolidated transit system, including but not limited to: personnel matters, selection of vendors for the operation and/or maintenance of vehicles, routes, passenger rates, pass and transfer policies, and hours of operation. With respect to KU, the primary goal of any consolidation or merger shall be the benefit of its students. It is the intent and the desire of both KU and the City to meet both the unique and combined needs of KU and the City in the most efficient and effective manner possible within the resources provided.

C. The parties acknowledge that the majority of funding for KU transportation services derives from student fees and that applicable restrictions on the use of such fees must be followed. KU and the City agree that any allocation of costs shall recognize applicable restrictions on sources of funding. KU and the City agree that any merger agreement shall permit the subsequent separation of KU and City transit services if such separation is deemed necessary by KU or the City to meet the needs of its constituents.

D. KU and the City agree that neither party shall be required to subsidize the provision of transit services to the other. KU and City further agree that the physical assets for the operation of any merged transit system, such as fixed-route buses, paratransit vehicles, computer systems, shelters, etc. shall be inventoried and as may be necessary, title to the physical assets may be transferred to the merged transit system, if the merger agreement requires such transfer. Any merger agreement should account for all intangible assets and liabilities, such as budgeted funds, claims, and encumbrances, devoted to the transit systems to be placed in a merged transit system.

E. KU and the City agree and acknowledge that both the Federal Transit Administration (FTA) and the Kansas Department of Transportation (KDOT) are important financial and regulatory partners in the operation of transit systems, and the approval and advice of the FTA and KDOT in the coordination, consolidation, or merger may be necessary.

F. KU and the City will work together to develop a general timeline for the steps required to successfully implement seamless service by July 1, 2009, if the conditions in this Letter of Intent are met.

G. KU and the City agree and acknowledge that this document is a letter of intent. The parties agree to enter into this letter of intent in good faith to explore coordination, consolidation, or merger of their respective transit systems subject to the conditions outlined above; however, if unforeseen or changing legal or financial conditions preclude the ability of either KU or the City to agree to any coordination, consolidation, or merger as contemplated herein, or if the necessary approvals are not obtained, then this document shall be of no further force and effect upon the notification of one party to the other.
This letter of intent is entered into this 21 day of October, 2008.

FOR THE UNIVERSITY OF KANSAS:

Richard Larivière
Provost and
Executive Vice Chancellor

FOR THE CITY OF LAWRENCE, KANSAS:

Michael Dever
Mayor
Appendix B

Sample transportation agreement

South Central Illinois Transit District (SCT)
TRANSPORTATION AGREEMENT

THE PARTIES:

Customer: Workshop

Mailing Address: Centralia, IL. 62801-1946

Telephone Number:

Contact Person: 

and

Contractor: South Central Illinois Mass Transit District (SCT)

Mailing Address: 1616 E. McCord St.
P.O. Box Drawer N
Centralia, IL. 62801

Telephone Number: (618) 532-8076
Fax: (618) 532-8078

Contact Person: Sheila Niederhofer, Managing Director

The parties do hereby agree as follows:

I. Service Provisions

SCT agrees to provide transportation for the Customer, Monday through Friday as specified in Attachment 1, except on the following days:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Friday after Thanksgiving
Christmas Eve
Christmas Day

Customer agrees to keep SCT informed no later than 2:00 p.m. of any scheduling changes for the next business day’s services which will affect Customer’s clients on SCT’s agreed upon scheduled transportation routes (changes in clients address) (cancellations).

Customer agrees to provide SCT with a master list of Customer’s clients names and address, locations of pick-up and drop-offs, and other information needed for the production of service such as emergency medical information. SCT agrees to keep this information strictly confidential at all times.

SCT agrees to provide scheduled transportation service for Customer’s clients from specified pick-up points to the Customer’s business location at scheduled times agreed to by both parties and return Customer’s clients from Customer’s business location to Customer’s clients’ destinations. SCT agrees to wait 5 minutes if a client is not at the pickup point before continuing the route.

SCT agrees to provide the above scheduled services to Customer for an initial one year contract fee of $26,519. Annual contract fees will be billed in twelve monthly installments.

SCT agrees to cooperate in any way necessary to facilitate the billing of transportation services provided through this agreement to the Illinois Department of Public Aid and any other available payors that may be identified.

Customer can add additional clients up to bus capacity as specified in Attachment 1. Should additional vehicle(s) be needed due to additional passengers, contract shall be renegotiated.

Customers agree that Customer’s clients will be ready for scheduled transportation service when SCT’s vehicle arrives at Customer’s clients’ residence at scheduled time agreed upon by both parties.

Customer agrees to provide necessary personnel to assist SCT’s personnel in helping Customer’s clients board and exit SCT’s transportation vehicle at Customer’s business location.
SCT agrees that service provided to Customer will be performed in
a safe and efficient manner and will conform to all guidelines
required for public transportation as set forth in State
Statutes pertaining to the provision of such transportation
service. SCT agrees to provide certification that all
employees have successfully completed background
checks, drug & alcohol screening.

Customer understands and agrees that the decision not to provide
transportation service due to hazardous road conditions or
other circumstances that could jeopardize the health and
safety of Customer’s clients remain with SCT.

SCT reserves the right to refuse service to any individual(s) whose
actions (voluntary or involuntary) could jeopardize the health
and safety of himself/herself or other passengers or the
driver.

Customer agrees to provide all aides. Joint meeting will be held to
determine the need for an aide to accompany a client;
however, should a joint agreement not be reached, SCT will
make the final determination in the interest of safety.

SCT will have one contact person available and requests that
Kaskaskia Workshop also have one contact person available
to address all operational areas of concern that arise.

II. Billing and Payment:

Customer agrees to remit payment to SCT within thirty (30)
calendar days of completion of work by SCT and receipt of
billing for said work from SCT.

III. Record Keeping and Reports:

SCT agrees to provide a simplified record keeping and billing
format computed as follows:

SCT agrees to furnish Customer with monthly billing that
includes client name, date of service, and destination.
Should Customer require more information, SCT’s manifests
are on file and can be reviewed or a copy obtained by
Customer at any reasonable time during normal business
hours.
SCT agrees to maintain all records for a period of six years following the termination of the agreement and permit examination of said records by the Customer, U.S. General Accounting Office, or other government agencies of the State of Illinois or the United States Federal Government for the purpose of audit and examination of compliance with applicable rules and regulations related to the provision of services at any reasonable time during normal business hours at SCT.

IV. Insurance:

SCT certifies that liability insurance coverage is maintained in the amount of $1,000,000 per occurrence and is backed by a $10,000,000 Umbrella Policy. SCT will provide Customer with a certificate of insurance annually. SCT agrees to notify Customer of any cancellation or modification of any change in insurance or termination of coverage within 5 business days.

SCT has the sole responsibility to maintain Worker’s Compensation on its employees. A certificate of insurance shall be provided to Customer annually.

V. Bribery:

The Managing Director certifies that neither he nor an officer of the District has been convicted of bribery or attempting to bribe an officer or employee of the Customer, nor has SCT or any officer of the District made an admission of guilt such conduct, which is a matter of record.

VI. Discrimination:

SCT shall refrain from unlawful discrimination in employment and service provisions and will pursue affirmative action to assure equality in employment and eliminate the effects of past discrimination in accordance with the Civil Rights Act of 1964 and the Illinois Human Rights Act.

VII. Debarment:

SCT certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
VIII. Term:

The term of this agreement shall be from August 25th, 2010, to August 25th, 2012.

IX. Termination:

This contract may be terminated by either party, without cause, with a ninety day notice to the other party, at the address set forth in the provision for parties above. Such termination shall be in writing and sent via U.S. Postal Service or hand delivered to the business addresses contained in this agreement.

X. Renewal:

Both parties agree to begin negotiations for renewal 120 days prior to end date of this contract.

XI. Acknowledgement:

A. SCT agrees to provide transportation according to agreed upon route (Attachment 1) and only the Customer's clients will be transported on these routes at these times. Any additional customers must be mutually agreed upon by SCT and the Customer. Customer's clients will have priority over other customers. Customer agrees to work with SCT to coordinate efficient routes.

B. Neither party may act as the agent, partner, or joint venture of the other.

XII. Entire Agreement:

The entire provisions and conditions of this Agreement are contained herein, and all verbal or oral representations or promises by either party hereto or their employees or agents are hereby declared to be null and void and of no effect.

EXECUTED THIS 25th DAY OF August, 2010,
AT CENTRALIA, IN THE STATE OF ILLINOIS.

CUSTOMER:

[Signature]

South Central IL. Mass Transit District
Route will utilize one International bus picking up clients Monday through Friday in Hoyleton and transporting to Centralia and returning clients to Hoyleton each afternoon. Bus capacity is as follows:

- 22 ambulatory,
- 1 wheelchair and 20 ambulatory or
- 2 wheelchairs and 18 ambulatory or
- 3 wheelchairs and 16 ambulatory or
- 4 wheelchairs and 12 ambulatory or
- 5 wheelchairs and 8 ambulatory

Labor = 1 p/t employee @ $11.00 per hour x 4 hours per day X 251 days of service = $11,044.00

Fringes @ 25% = $2,761.00

Annual labor Expense = $13,805.00

Vehicle Maintenance Cost
- Annual Miles = 15,060
- Maint. cost per mile = .16

Annual Maintenance Cost = $2,409.60

Fuel Cost
- Annual miles = 15,060
- Fuel cost per mile = .40

Insurance cost = $1,870.00

Subtotal = $24,108.60

10% Overhead = 2,410.86

TOTAL TRANSPORTATION COST = $26,519.46
Appendix C

Generic purchase of service contract

Iowa Department of Transportation
Purchase of Service Contract
Contract for Transportation Services
Between (Legal Name of Provider) and (Legal Name of Transit System)

WHEREAS, (Provider) has an interest in provision of transportation services to (specify target population and service area), and

WHEREAS, (Transit System) has been officially designated as the (urban or regional) transit system for (specific service area) pursuant to Section 324A.1. Code of Iowa and has vehicles and employees available for transporting those persons,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe
   1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system.
   2. The contract period shall begin on Month, Day, Year, and continue through Month, Day, Year. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties. (OPTIONAL: Transit systems please note this contract may run a maximum of three years, with the option of two one-year extensions.)

B. Description of Service
   1. All transit services will be provided in vehicles open to the general public without discrimination.
   2. Service shall be provided (specify days of service) except on the following holidays:
      (specify service holidays) (Stating “to meet locally determined needs” or “as mutually agreed upon” is not allowed – need to be specifically stated.)
   3. Service hours under this contract shall be (specify service hours). (Stating “to meet locally determined needs” or “as mutually agreed upon” is not allowed – need to be specifically stated.)
   4. Service shall be (specify nature of service, i.e.: "daily demand-responsive transportation within City of Iowa plus Monday/Wednesday shuttle to Des Moines designed primarily around the needs of older Iowans for congregate meal, grocery and medical transportation," or "advanced reservation demand responsive service centering on Head Start attendance centers", or "fixed-route services on 30-minute headways along routes shown on attached map, plus supplemental demand-responsive services for those physically unable to board route buses.")
   5. Members of the general public shall be able to access these services by (describe means of access, i.e.: "flagging bus at designated stops along route" or "calling transit system for ride reservations at least 24 hours in advance,” or "making ride reservations with county coordinator at least 2 hours in advance.") Explicitly describe how a member of the general public would be able to schedule a ride.
6. Fares (or recommended contributions) for these services shall be as follows:
(specify fare/contribution structure) (OPTIONAL - No persons shall be denied
access based on inability to pay.) (Fares must be fair and reflect benefits of state
and federal subsidies.)

7. Additional passenger transportation services may be provided on an incidental
basis with no funding provided by (transit system) under this contract. Such
services may include after hours transportation not-open-to-public for clients of
(providers). It may also include charter services to other groups provided such are
eligible under FTA charter rules provided that eligibility of each charter trip is
verified with (specify person from transit system) prior to operation. Such
incidental services shall not exceed 20% of the total usage of any vehicle
provided by (transit system) and shall be reported separately as noted below.

8. All services funded under this contract and all uses made of vehicles provided by
(transit system) shall be insured by (specify provider or transit system) with the
following coverage:
   [Specify actual coverage which shall, at a minimum, meet or exceed:]  
   • Commercial Automobile Liability - combined single limit $1,000,000 and
   • Uninsured and Underinsured Motorist - $1,000,000

C. Vehicle Responsibilities
   1. Vehicle(s) for the provision of services described in this contract shall be supplied
   as follows:
      a. From (Provider):
         (List by ID, with size and type)
      b. From (Transit System):
         (List by ID, with size and type)
   2. Vehicles supplied by (transit system) shall be subject to rotation with other
   vehicles in transit fleet in order to maintain a minimum annual mileage
   requirement for each vehicle in fleet and may be used for other transit system
   purposes.
   3. Vehicles supplied by (provider) must comply with Iowa DOT vehicle signage
   requirements (in order for service statistics to count toward transit funding
   formulas): Iowa Department of Transportation, Office of Public Transit Vehicle
   Signage Requirements Policy, effective June 1, 2002, is included as part of this
   contract, by reference.
   4. [Optional] Vehicles supplied by (transit system) may display the name or
   nickname of the contracted provider at the lower rear corner on each side of the
   vehicle, following the words, “operated by.” Lettering for this signage shall not
   exceed 50% of the height of the lettering used for the transit system name. No
   other signage is allowed for contracted providers unless included as part of paid
   advertising.
   5. Responsibility for maintaining vehicles, supplied for provision of services under
   this contract, in safe and presentable condition shall be as follows:
      a. Maintenance by (Provider):
         (List vehicles to be maintained by provider and level of maintenance
         expected.)
b. Maintenance by (Transit System):
   (Identify any maintenance responsibilities of transit system, including direct
   maintenance of any vehicles, oversight of maintenance activities, or no
   responsibility).

6. Vehicles used for provision of transit services under this contract shall be insured
   for general public transportation services to the levels described above by (specify
   provider or transit system) which shall provide to (other party) a certificate of
   insurance documenting this coverage and the fact the (other party) is named as an
   additional insured. Such insurance shall not be cancelled without at least 30 days
   written notice to (other party).

7. Note any backup vehicle arrangements.

8. No vehicle supplied by (transit system) may be used to provide exclusive school
   transportation.

D. Operations Responsibilities

1. Except for volunteers using their own vehicles, drivers for all transit services
   provided under this contract shall be employed by (provider) unless service is
   subcontracted as specified in Section M. All drivers, except for volunteers
   operating their own vehicles, of transit-funded vehicles shall be required to have
   either a commercial driver's license or chauffeur's license and shall have passed a
   pre-employment drug test and be part of a random drug and alcohol testing pool.

2. (Provider) shall establish a drug and alcohol testing program conforming to the
   rules of the Federal Transit Administration and shall require any transit service
   subcontractors to also have a testing program. No person may perform any safety-
   sensitive functions without being subject to testing under this program. Copies of
   the (provider’s) drug and alcohol testing policy shall be provided to the transit
   system and OPT for review. [RECOMMENDED – Any non-negative test result
   and any situation where tests have not been administered to an employee selected
   for random testing shall be reported to (transit system drug and alcohol program
   coordinator).]

3. Scheduling and dispatching support shall be provided by (specify party or specify
   distinct functions of each party). Explain how general public passengers are
   assigned to vehicles.

4. Training of operational personnel shall be provided by (specify party) and shall
   consist of (specify training components).

E. Other (Provider) Responsibilities

1. (Provider) shall serve as an independent contractor.

2. (Provider) shall maintain accounting and records for all services rendered and
   shall assure that all persons handling project funds, including passenger revenues,
   are bonded to levels appropriate for the amounts of funds handled.

3. (Provider) shall provide to (transit system) a (monthly) billing for services
   rendered in the previous (month) including a report of units of service provided
   and revenues credited toward the service from passengers and from other sources.
4. (Provider) shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to (transit system).

5. (Provider) shall permit inspection of its vehicles, services, books, and records by (transit system) or agencies providing funding to (transit system) upon the request of (transit system).

6. (Provider) shall accept all risk and indemnify and hold (transit system) harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of (provider) or its employees or agents.

7. (Provider) shall notify (transit system) in the event of any unavoidable interruption or delay in service. If service is unable to be provided as scheduled and agreed upon, without acceptable reason, (transit system) may impose the following penalties: (list any penalties to be imposed by transit system)

8. (Provider) shall notify (transit system) of any incidents relating to passengers serviced under this contract.

9. (Provider) shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, drug and alcohol testing, student transportation rules, motor carrier registration, equal employment opportunity laws, affirmative action laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

10. (Provider) shall supply such additional public transit services to the general public or individual client groups as are requested, provided that capacity for such service exists and funding for such service based on the rate identified in G.3., below, is available.

11. [MUST BE EITHER PROVIDER OR TRANSIT SYSTEM (F.5. below) RESPONSIBILITY] (Provider) shall disseminate and advertise the availability of service provided under this contract as open to the general public, including route changes, setting fares, and reservations.

12. [RECOMMENDED - (Provider) shall participate on the Regional Transit Advisory Committee sponsored by (transit system or planning commission) and shall supply such information as is necessary for preparation of the annual Passenger Transportation Plan.]

13. [OPTIONAL - Unless this contract was awarded on a fully competitive basis, (provider) must comply with all state and federal requirements regarding competitive procurement.]

F. Other (Transit System) Responsibilities

1. (Transit System) shall provide operational subsides for public transit services under the terms identified in this contract.

2. (Transit System) shall, based on information supplied by (provider), other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit.

3. (Transit System) shall assist (provider) as necessary in the design and scheduling of transit services to meet the needs of the service area.
SAMPLE

4. (Transit System) shall accept all risk and indemnify and hold (provider) harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of (transit system) or its employees or agents.

5. [MUST BE EITHER PROVIDER (E.11. above) OR TRANSIT SYSTEM RESPONSIBILITY] (Transit System) shall disseminate and advertise the availability of service provided under this contract as open to the general public, including route changes, setting fares, and reservations.

G. Compensation

1. Fully-allocated operating costs for services under this contract are estimated to be $_____ per (unit) based on a mutually estimated annual service level of _____ (units). [OPTIONAL - When transit system owns the vehicles, this clause may be used. In addition there shall be a capital replacement surcharge of $____ per (unit) which shall be placed in a reserve account for capital purchases of transit equipment.]

2. For the first of _____ (units), subsidy by (Transit System) shall be at a rate of $_______ per (unit) net any passenger revenues. This reflects a subsidy of $_______ per (unit) from federal transit assistance funds specifically (specify which federal funding program will be used: Section 5310, 5311, JARC, New Freedom, Title IIIIB), $____ per (unit) from state transit assistance funds, and/or $____ per (unit) from local funding. [OPTIONAL - The $______ per (unit) capital surcharge, when used in conjunction with federal transit assistance funds, shall be used as local match. These funds may also be used for 100% local purchases.] (Any additional funding distributed by the Transit System should also be listed.)

3. Explain what will happen in the case of a shortfall of anticipated funding or if contract revenues exceed actual fully allocated costs of the service.

4. (Units) of public transit service in excess of ____ (#) shall require a compensation by (transit system or other parties) of $____ per (unit) net any passenger revenues. [OPTIONAL - plus the $____ per unit capital surcharge.]

5. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.

6. The costs of services under this contract identified in G. 1., above, are based upon assumptions concerning costs of supplies and the existence of other transit service contracts. Should circumstances change to significantly increase costs of service under this contract, the rate of compensation may/shall be subject to renegotiation. Should circumstances change to reduce actual costs below the estimated level, any surplus funds shall be credited toward transportation services of (provider) during (next fiscal year). (Last sentence is optional with private-for-profit providers.)

7. Subsidy payments for public transit services under this contract shall be on a (specify reimbursement/advance payment) basis and shall be distributed to
H. Reporting
1. The following items shall be reported by (provider) with each billing statement:
   (specify items desired)
   a. Within 15 days after the end of each fiscal quarter (provider) shall furnish the
      following information concerning open-to-the-public transportation services
      provided during the preceding quarter under this contract:
      Total Rides
      Rides by nondisabled elderly persons
      Rides by disabled elderly persons
      Rides by nonelderly disabled persons
      Total Vehicle Miles
      Total Revenue Miles
      Total Passenger Revenue
      Total Contract Revenue
      Total Local Tax Support
      Total STA (requested)
      Total Federal Transit Assistance (requested)
      Total Other Revenues
   b. Within 15 days after the end of each fiscal quarter (provider) shall furnish
      information similar to that required in H.2.a. for any incidental services
      provided during the preceding quarter under the terms of B.7., above.
   c. Within 15 days after the end of each fiscal quarter, if charter services have
      been provided, (provider) must provide a report of each charter trip including
      all information specified in FTA Charter Rule.
2. Within 30 days after the end of the state fiscal year (June 30) (provider) shall
   provide a separate year-end summary of the data requested under H.2. for public
   services provided and for incidental services provided and shall show the total
   surplus/shortfall for each.
3. By February 1, (provider) shall report the prior calendar year’s results of its drug
   and alcohol testing program per FTA requirements.
4. The following items shall be reported to (transit system) on an on-going basis:
   • Accidents involving vehicles owned by (transit system)
   • Incidents involving passengers carried under this contract
   • Cancellations or significant delays in services provided under this contract
   • Emergency use of subcontractors to avoid service interruptions

I. Entire Agreement
This contract contains the entire agreement between (provider) and (transit system).
There are no other agreements or understandings, written or verbal that shall take
precedence over the items contained herein unless made a part of this contract by
amendment procedure.

J. Amendments
SAMPLE

Any changes to this contract must be in writing and be mutually agreed upon by both (provider) and (transit system). Changes must also receive the concurrence of the Iowa Department of Transportation, Office of Public Transit.

K. Termination and Suspension
Cancellation or suspension of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation or suspension.

L. Saving Clause
Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

M. Assignability and Subcontracting
1. This contract is not assignable to any other party without the express written approval of the (provider) and the (transit system) and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
2. No part of the transportation services described in this contract may be subcontracted by (provider) without the express written approval of (transit system) and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
3. Notwithstanding the provisions in M.1., above, it is hereby agreed that (provider) may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by (provider) to avoid a service interruption. (Transit System) shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT. (If concurrence from another funding agency is also needed, that information may be added.)

For (Purchaser):
_________________________________

For (Transit System):
_________________________________

Date: ______________________________

Date: ______________________________
Appendix D

Contract for transportation services

Mid-Iowa Development Association (MIDAS) & City of Fort Dodge
CONTRACT FOR TRANSPORTATION SERVICES
BETWEEN
The City of Fort Dodge
(Hereinafter referred to as City)
AND
MIDAS COUNCIL OF GOVERNMENTS
(Hereinafter referred to as MIDAS)

WHEREAS, MIDAS has an interest in provision of transportation services to the City of Fort Dodge, and
WHEREAS, the City has been officially designated as the urban transit system for the City of Fort Dodge pursuant to Section 324A.1 Code of Iowa and has vehicles and facilities available for transporting those persons,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe
   1. The purpose of this contract is to arrange for public transit services under the auspices of the designated public transit system.
   2. The contract period shall begin on 1 July, 2010 and continue through 30 June, 2011. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service
   1. All transit services will be provided in vehicles open to the public without discrimination.
   2. Service shall be provided week-days except on the following holidays: New Year’s Day, Good Friday afternoon, Independence Day, Memorial Day, Thanksgiving, Christmas Eve Afternoon, Christmas, and New Year’s Eve afternoon.
   3. Service hours under this contract shall be 6:00 a.m. through 6:00 p.m. weekdays except on the above-named observed holidays. Services after 6:00 p.m. and on week-ends will be on a pre-scheduled basis. Service hour changes made by MIDAS are effective upon approval from the City.
   4. Service shall be daily demand-responsive transportation within the City service area. Services include, but are not limited to, Headstart, Foster Grandparents, Jefferson Shuttle, Paratransit Services, and other demand responsive transportation needs within the City of Fort Dodge.

   Service shall include operating six fixed routes within the City of Fort Dodge. These routes operate Monday through Friday on half-hour, hour, and two hour headways.

   5. Access to demand responses service shall be obtained by calling DART for ride reservations a minimum of 24 hours in advance of making ride reservations.
6. Service fares shall be as follows:

<table>
<thead>
<tr>
<th>Cost per unit:</th>
<th>Daily</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Route – Adult</td>
<td>$1.25</td>
<td>$37.00</td>
</tr>
<tr>
<td>Student</td>
<td>$0.75</td>
<td>$21.25</td>
</tr>
<tr>
<td>Paratransit</td>
<td>$2.50</td>
<td></td>
</tr>
<tr>
<td>Per Hour</td>
<td>$25.70</td>
<td>Wait Time $12.00</td>
</tr>
<tr>
<td>Per Mile</td>
<td>$1.25</td>
<td></td>
</tr>
<tr>
<td>Foster Grandparents</td>
<td>One half the standard per hour fare.</td>
<td></td>
</tr>
</tbody>
</table>

All revenues generated by the DART system will be the sole property of MIDAS, to be used to maintain the DART system. All general public fares will be reported by MIDAS as passenger revenues to meet all City reporting requirements.

Additional passenger transportation services may be provided on an incidental basis with no funding provided by the City under this contract. Such services may include after hours transportation not-open-to-public for customers of the City. It may also include charter services to other groups provided such are eligible under Federal Transit Administration (FTA) rules. Such incidental services shall not exceed 20% of the total usage of any vehicle provided to MIDAS and shall be reported separately as noted below.

7. Services shall be insured with the following coverage:
   a. General liability $1,000,000.00
   b. General Liability Vehicle Insurance Combined Single Limit $2,000,000.00
   c. Uninsured and underinsured motorist $2,000,000.00
   d. Property Damage Insurance (Replacement Value)
   e. Workmen’s Compensation
   f. Errors and Omissions

MIDAS shall secure bids and award an insurance contract to a carrier of its choice. MIDAS will name the City as co-insured.

8. Continuity of services shall be provided through access to MIDAS RTA vehicles located in Fort Dodge. Although MIDAS will make every reasonable attempt to ensure service is uninterrupted, if there is a break down or accident there is no guarantee that spare or backup vehicles will always be available.

C. Responsibilities of the Transit System

1. MIDAS shall serve as independent contractor.

2. MIDAS shall provide and maintain in safe and presentable condition such vehicles as are required to provide the services described above.

3. MIDAS shall employ and train, clean and courteous personnel as necessary to provide the services described above. Each driver shall have a commercial driver’s license.

4. MIDAS shall conduct drug and alcohol testing of all personnel performing safety sensitive duties under this agreement. The testing program shall conform to all requirements of the Federal Transit Administration.
5. MIDAS shall operate all services described above including scheduling and dispatching support.

6. MIDAS shall notify City in the event of any unavoidable interruption or delay in service.

7. MIDAS shall notify City of any incidents relating to passengers served under this contract.

8. MIDAS shall insure services to the limits described above, providing City with a certificate of insurance to this effect. Such insurance shall not be cancelled except after 30 days notice to City.

9. MIDAS shall accept all risk and indemnify and hold City harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney’s and witness’ fees relating to loss or damage to property or injury or death of any person arising out of the acts or omissions of MIDAS or its employees or agents.

10. MIDAS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.

11. MIDAS shall provide to City a quarterly billing for services to be rendered in the subsequent quarter.

12. MIDAS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report to City upon request.

13. MIDAS shall permit inspection of its vehicles, services, books, and records by City.

14. MIDAS shall provide information about the availability of the above described services, as well as other services of MIDAS to both the target population of this contract and the general public.

15. MIDAS shall comply with all applicable state and federal laws, including but not limited to, equal opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

16. MIDAS shall be responsible for the maintenance of the building and vehicles supplied for the provision of this service. Maintenance will be performed by MIDAS mechanics or appropriately trained professional trade personnel.

D. Responsibilities of the City

1. City shall provide funding as identified in this contract based upon the projected difference between operating costs for described services and revenues from system revenues and/or from available state and federal transit operating assistance funds.

2. City shall promptly pay all justified billings under this contract. Bills over 30 days due shall be subject to an 18% Annual Percentage Rate interest charge.

3. City shall comply with all state and federal laws regarding nondiscrimination in relation to services covered by this contract.

4. City shall inform MIDAS of any changes affecting the transportation needs of the target population including changes in client addresses, activity schedules, or weather related program changes by the City.

5. City shall assist MIDAS as requested in the design and scheduling of transit services to meet the needs of the target population.
6. City shall assist MIDAS as requested in the dissemination of information to the target population regarding the availability of services under this contract as well as other transportation services of MIDAS.

7. City shall report to MIDAS any costs incurred in carrying out its responsibilities under this contract.

8. City shall indemnify and hold MIDAS harmless for any loss caused by MIDAS’s inability to provide services.

9. Vehicles for the provision of services described in this contract shall be supplied as follows:
   
   A. See Building and Vehicle Lease Agreement

E. Compensation

1. The City will provide equal quarterly payments of the mutually negotiated operating subsidy to MIDAS beginning on July 1, 2010. Annual operating subsidies will be negotiated in conjunction with the City budget process. The annual operating subsidy for FY 11 has been established as $269,290.

2. The City will deposit into a Capital Improvement Program (CIP) Account funds for capital equipment. This fund will be managed by the City Clerk. Annual funding levels will be negotiated in conjunction with the City budget process. The annual funding of this account for FY 11 has been established as $40,000.00.

3. Payment of justified billings shall be due within 30 days of billing.

F. Reporting

1. MIDAS shall report the following items to IDOT on behalf of the City:
   - Total number of miles provided
   - Total number of rides provided
   - Total passenger revenues collected

2. MIDAS shall report the following items to IDOT on behalf of the City at year-end:
   - Total number of miles provided
   - Total number of rides provided
   - Total passenger revenues collected
   - Actual fully allocated costs of service
   - Revenue Miles
   - Revenue Hours
   - Elderly Rides
   - Disabled Rides

3. Items to report to the City on an on-going basis shall include incidents involving passengers transported under this contract, any uses of subcontracted providers to avoid interruptions in service, and any interruption in service. A copy of the MIDAS annual audit shall be provided to the City.

G. Entire Agreement

1. This contract contains the entire agreement between the City and MIDAS. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.
H. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both the City and MIDAS. Changes must also receive the concurrence of the Iowa Department of Transportation, Office of Public Transit.

I. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 90 days prior to the date of cancellation.

J. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

K. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the City and MIDAS with the concurrence of the Iowa Department of Transportation, Office of Public Transit.

2. No part of the transportation services described in this contract may be subcontracted by MIDAS without the express written approval of the City.

3. Not withstanding the provisions in K.1 above, it is hereby agreed that MIDAS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by MIDAS to avoid a service interruption. The City shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For the City of Fort Dodge For MIDAS
__________________________________  ______________________________________
Date: Date:
__________________________________  ______________________________________
Appendix E

Contract for transportation services

Mid-Iowa Development Association (MIDAS) & Head Start
CONTRACT FOR TRANSPORTATION SERVICES

BETWEEN

THE MIDAS COUNCIL OF GOVERNMENTS

AND

Y.O.U.R. Incorporated, Fort Dodge

WHEREAS, the MIDAS Council of Governments (hereinafter called MIDAS),
dba DART, is an existing provider of passenger transportation services and has the desire
and capability to provide transportation services to Y.O.U.R. Incorporated, and

WHEREAS, the Y.O.U.R. Incorporated (hereinafter called Head Start) has as a
mission to transport Head Start students and staff to and from school and special events,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS
FOLLOWS:

A) Purpose and Time Frame

1) The purpose of this contract is to arrange for MIDAS to provide to Head Start
transportation services of
   i) Driver employment and driving services
   ii) Route design and dispatching
   iii) Maintenance Services
2) The contract period shall begin on Jul 1, 2010 and continue through June 30,
   2011.

B) Description of Services

1) This agreement shall include the service levels required by Head Start for the
regular, daily school pick-up and return routes, and activity trips. Estimated
programmed quantities are:
   i) Regular Routes: Two routes (Central and Maple), twice daily to coincide
      with the daily start and end of school, for 152 school days;
   ii) Activity Trips: The number and length of trips are unknown, but shall be
      approved by the Head Start transportation coordinator and the concurrence
      of MIDAS based upon the availability of a driver;

2) Vehicles provided by the Head Start will be used to the maximum extent possible
   to meet the terms and conditions of this contract. MIDAS vehicles will only be
   used in emergency situations and must be approved by the Transportation
   Coordinator.
C) **Building and Vehicle Responsibility**

1) Head Start will provide a bus fleet of three vehicles. Vehicles provided by Head Start will only be used for approved school transportation services.

2) MIDAS will provide vehicle storage and use of its bus maintenance facility.

3) MIDAS will have responsibility for maintaining the Head Start fleet as follows:
   - i) Maintenance will be provided by MIDAS personnel with the goal to meet safety standards, and any applicable Department of Education maintenance regulations to include the required semi-annual DOE inspections of all vehicles;
   - ii) MIDAS will provide Head Start with a report of maintenance for Head Start vehicles with each monthly billing;
   - iii) MIDAS will provide Head Start with original invoices for Head Start to pay for parts and outside contracted services;
   - iv) MIDAS maintenance personnel will inspect each vehicle and perform minor maintenance, and assign/monitor contracted maintenance services (major maintenance) to vendors;
     - (1) Minor maintenance is defined as small parts replacements, routine services, and paint and body work requiring less than two hours of labor;
     - (2) Major maintenance is defined as component repair (engine, transmission, rear-end, suspension) and all other repairs not included in the definition of minor maintenance.
     - (3) Any repairs, including labor, which are estimated to be in excess of $350.00 must be submitted to Head Start for approval.

D) **Personnel Responsibility**

1) MIDAS will provide a management staff to coordinate the daily operations of the bus system and to handle personnel actions such as hiring, terminations, work scheduling, training, and route scheduling.

2) MIDAS will provide dispatching staff to design the various Head Start routes, and assist in assigning drivers to those routes;

3) MIDAS will provide services to coordinate activity trips with Head Start;

4) MIDAS will provide back-up driver support in cases of vehicle breakdown, driver illness, etc.;

5) MIDAS will take prompt employment action as necessary to protect the safety of the children served.

6) MIDAS will observe all applicable state laws and administrative regulations regarding school bus operation.

E) **Program Responsibilities**

1) MIDAS will assist Head Start in securing information for the completion of required reports;
2) Student discipline relating to school transportation misconduct will remain the responsibility of Head Start.
3) MIDAS will have the right to decline service to families who are rude, disrespectful, or uncooperative, but only after Head Start has been involved with mediation with all parties involved.

F) Other Responsibilities of MIDAS

1) MIDAS will obtain Garage Keepers and Garage insurance;
2) MIDAS will assist in designing routes;
3) All drivers hired for this Contract shall have an appropriate Commercial Drivers License (CDL) for the type of vehicle to be driven;
4) All Drivers hired for this Contract shall be provided with appropriate training as per Department of Education regulations;
5) All drivers will have passed a pre-employment drug test and be part of a random test pool;
6) MIDAS will offer other limited training to Drivers;
7) MIDAS shall provide to Head Start a yearly audit of its agency financial records.

G) Other Responsibilities of Head Start

1) Head Start shall insure its vehicles according to current Head Start policy;
2) Head Start shall instruct its insurance agent/agency to list MIDAS as an additional insured on its vehicle insurance policy;
3) Head Start shall provide MIDAS as early as feasible notification of weather related closings;
4) Head Start shall pre-approve all activity trips;
5) Head Start shall provide to MIDAS assistance in identifying appropriate Head Start reports and regulations and discuss with MIDAS staff appropriate methods to meet the regulations;
6) Head Start shall provide to MIDAS a letter officially authorizing MIDAS maintenance staff and drivers to be “permissive drivers” of Head Start’s bus fleet.
7) Head Start shall follow all Head Start Performance Standards.
8) Head Start will make available to MIDAS drivers any training mandated by Performance Standards.
9) Head Start shall provide a trained bus monitor for each route.

H) Financial Obligation of Head Start

1) Head Start shall pay $27.00 per hour for every hour of service provided using MIDAS vehicles (in-town) or $1.67 per mile out of town, and $19.35 per hour for every hour of service provided using Head Start vehicles. No FTA or STA subsidies will be used.
2) Head Start will pay for all petroleum products and fluids required for the operation of its vehicles;
3) Head Start will pay for the cost of vehicle insurance for its vehicles, including all insurance deductibles;
4) Head Start will pay for the cost of maintenance parts and contracted maintenance parts and labor for repairs performed on its vehicles.

I) Entire Agreement

1) This contract contains the entire agreement between MIDAS and Y.O.U.R.,Inc Fort Dodge. There are no agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

J) Amendments

1) Any changes to this contract must be in writing and be mutually agreed upon by both MIDAS and Head Start. Amendments should be first reviewed by MIDAS with the Iowa Department of Transportation.

K) Termination

1) Either party upon one hundred and twenty (120) days written notice may terminate this contract, with or without cause. The termination shall include an analysis and agreement as to incurred, but unpaid costs. All agreements are contingent on funding.

L) Saving Clause

1) Should any provision of this contract be deemed unenforceable by a Court of Law, all other provisions shall remain in effect.

M) Assignability and Subcontracting

1) This contract is not assignable to any other party without the express written approval of MIDAS and Head Start.
2) MIDAS may subcontract no part of the transportation services described in this contract without the express written approval of Head Start.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW.

For MIDAS                                    For Head Start
By:______________________________          By:___________________________
Date:____________________________          Date:_________________________
Appendix F

Generic memorandum of understanding

TCRP Report 101
SAMPLE MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF AGREEMENT BETWEEN [Party One] and [Party Two]

Background:

The [Party One], hereinafter referred to as [ ], and [Party Two], hereinafter referred to as [ ], have many common interests and currently work together in a number of areas, including the provision of transportation services to the citizens/customers in one of the five counties of the [Party One] service area of [state]. We share common interests and both have unique roles and responsibilities. Through this agreement both agencies express their intent to collaborate and coordinate through utilization of data collection, planning strategies, and program design techniques to ensure efficient use of transportation resources and coordinated access to services.

Purpose:

The purpose of this memorandum is to establish a basic framework for collaboration, cooperation and coordination between [Party One] and [Party Two] in the planning and implementation of a pilot Coordinated Transportation System, hereinafter referred to as CTS, which will enable identification and selection of a system for coordination and delivery of transportation services.

Objectives:

1. To explore methods that will allow for data collection and analysis and develop procedures required for implementation of a coordinated transportation system.
2. To assist the members of the Coordination Consortium in determining the cost feasibility of coordination within their respective service community.
3. To provide mechanisms for the integration of services provided by other community providers to ensure a comprehensive coordinated service delivery system.
4. To maintain the integrity of each human service provider’s mission while enhancing specialized support services contributing to that mission.

Methods:

1. To develop efficient routing alternatives, reduce duplication of routes and overlapping of service schedules, and generate necessary resources for successful implementation of the project.
2. To continue collaboration to maintain awareness of needs and revision to project.
3. To share information and resources to support the success of a coordinated service delivery system.
4. To establish a network of transportation providers to monitor and evaluate the success of a coordinated service delivery system.
5. To safeguard the quality of services expected by agency administrators and customers to ensure that needs of customers are kept at the forefront of the project.
6. To evaluate the effectiveness of the coordinated transportation project and report finding to Consortium members and the [state] Department of Transportation.

The undersigned agree to uphold the terms of this agreement for the period of time that the project is being administered. Once an acceptable and cost effective system is identified by consensus agreement among the active participants, each participating organization will be free, subject to the will of its policy board, to elect active participation in the project.

EXECUTIVE DIRECTOR
   [PARTY ONE]

EXECUTIVE DIRECTOR
   [PARTY TWO]
Appendix G

Generic agreement of cooperation between transportation operator and county

TCRP Report 101
SAMPLE AGREEMENT OF COOPERATION BETWEEN THE TRANSPORTATION OPERATOR AND THE BOARD OF COUNTY COMMISSIONERS

This Agreement is entered into by and between the Transportation Operator (TO) and the Board of County Commissioners (BCC), for the County Department of Human Services (CDHS). This Agreement is for the purpose of meeting the transportation needs of the CDHS’s TANF participants and other persons receiving CDHS services through the County Transportation Coordination (CTC) program.

1. Whereas, the BCC created the County Transportation Coordination Coalition and the Transportation Coordination Steering Committee to improve transportation services in County through coordination of available transportation services, and
2. Whereas, the BCC has empowered the Transportation Coordination Steering Committee to set policy and oversee the implementation of coordinated transportation services, and
3. Whereas, the Transportation Coordination Steering Committee has adopted a Service Plan for Transportation Coordination, and
4. Whereas, the TO is the lead agency in County for the implementation of coordinated transportation services, and
5. Whereas, the CDHS wishes to meet its transportation needs through the CTC with TO as the lead agency for implementation of these transportation services, and

Responsibilities of the TO

The TO will have the following responsibilities:
  a) Ensuring that only persons determined to be eligible by CDHS will receive transportation services paid for by CDHS.
  b) Ensuring that transportation providers under contract to TO meet or exceed the service standards established by CDHS.
  c) Scheduling all passenger trips in a coordinated manner with the transportation requirements of other participating agencies so that transportation services are shared operated in the most cost-effective and cost-efficient manner.
  d) Reporting to CDHS the appropriate information, including but not limited to trips and TANF participants, which CDHS requires for its county, state, and federal reporting requirements.
  e) Submitting to CDHS invoices for services provided supported by information CDHS requires to ensure that the services it purchases are for persons eligible under the CDHS/TA agreement.

Responsibilities of CDHS

The CDHS will have the following responsibilities:
  a) Establishing the service standards that TO will be required to meet in providing transportation services to CDHS so that CDHS is able to meet its program requirements.
b) Establishing the eligibility of its clients for specific transportation services.
c) Working with TO to determine, on a trip by trip basis, if fixed route service can be used
to meet a travel need.
d) Working with TO to see that eligible clients for whom SST service is the best option are
registered for SST service.
e) Ensuring that CDHS clients know that they must contact TO to schedule SST service and
should contact TA for information they may need to use fixed route service.
f) Providing information to TO on the transportation eligibility status of its clients.
g) Purchasing tickets or passes for CDHS client use of TA fixed route services.

INSERT STANDARD TERMS AND CONDITIONS:

Effective Date for the Start of Transportation Services
Cost of Transportation Services and Budget
Reporting Requirements
Invoicing and Payment
Term of the Agreement
Amendments to the Agreement
Termination of the Agreement

Entered into on this date _____________ by and between:
Appendix H

Generic agreement for coordination between transportation authority and contractor

TCRP Report 101
SAMPLE AGREEMENT FOR
COORDINATED TRANSPORTATION SERVICES
BETWEEN THE TRANSIT AUTHORITY
AND LOCAL BUS SERVICES, INC.

THIS AGREEMENT, entered into this _____________ day of ______________, by and
between the Transit Authority (hereafter, “TA”), acting as Lead Agency (hereafter, “LA”) for
the County Transportation Coordination (hereafter, “MCTC”), under authority granted by and
through the County Commissioners (hereafter, “Commissioners”), and Local Bus Services, Inc.
(hereafter, “LBS”), a private for-profit corporate entity in the business of providing
transportation management and operation services engaged by TA to provide such services for
eligible passengers, as determined by the LA acting as Service Provider.

WHEREAS, TA desires to provide transportation services for the County Department of
Human Services; and
WHEREAS, TA and the Board of County Commissioners have entered into an agreement for
provision of these transportation services by TA; and
WHEREAS, LBS has the management, technical, and operating personnel and equipment
useful for operating such paratransit service within [ ] County, [STATE], as directed by and in
cooperation with TA; and
WHEREAS, LBS hereby certifies that it has the requisite licenses and certifications of authority
under the laws of the State of Ohio to legally operate paratransit service under TA sponsorship;

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND
AGREEMENTS SET FORTH HEREIN, IT IS AGREED AS FOLLOWS:

I. System Operation. LBS shall manage and operate transportation services for TA as
required by TA herein, within the TA service area. LBS shall provide and conduct the
service as specified in TA’s Request for Qualifications and Letters of Interest and
Request for Proposals (Attachment A hereto) and as described in LBS’s Technical
Proposal (Attachment B hereto). Further, LBS agrees to procure and manage service on
behalf of TA as described in Attachment B.

II. Compliance. Funds received by TA and provided to LBS in performance of all services
contracted for herein shall be utilized in accordance with all applicable Federal, State
and local laws and regulations and with all applicable County regulations, policies and
procedures and attached appendices, included by reference herein. LBS shall comply
with all requirements imposed upon TA by the Federal Government or the State of
______ if funding is received by TA under contract with the Federal government or the
State of ______. Where this Agreement conflicts with said laws, regulations, policies and
procedures, the latter shall govern. This Agreement is subject to modification by
amendments to such applicable laws and regulations. In the event of any non-
compliance, TA reserves the right to make use of any and all remedies specified under
this Agreement, and further reserves the right to require from LBS reasonable assurance that its decisions are being followed.

III. **Equipment.** LBS may be required to provide vehicles and equipment for the purpose of operating this paratransit service except as may be otherwise provided herein.

IV. **Duties and Responsibilities of LBS.** LBS shall provide the management, dispatching, technical, and operations services necessary for operating coordinated transportation services, including, but not limited to, the following:

A. Trip reservations, scheduling, and dispatching of paratransit and other services.
B. Operation and maintenance of vehicles.
C. Management and administration of services.
D. Integration with TA fixed route service.
E. Cooperation with TA in developing contracts with other transportation service providers.
F. Cooperation with TA in developing contracts with local agencies purchasing transportation services.
G. Monitoring, evaluation, and periodic reporting of financial, operating, and service performance against established performance criteria.
H. Reporting as required by TA and all agencies receiving transportation services that they need to meet all applicable Federal, State of Ohio, County and other local reporting requirements.
I. Provision and supervision of qualified personnel, including, but not limited to, drivers, dispatchers, schedulers and administrative staff.
J. Maintenance and repair of all LBS-owned and LBS-leased vehicles used in operating service provided through this Agreement.
K. Registration of persons eligible for receiving service.
L. Marketing, education, and community outreach in support of transportation services as directed by and in cooperation with TA.
M. Administrative services required to assure TA that ridership, costs, and fares associated with each passenger is documented, controlled and verifiable as supporting LBS reports to TA.
N. Ensuring that only persons determined to be eligible by TA and participating agencies receive transportation services hereunder for which such agencies are required to pay.
O. Ensuring that transportation providers under contract to TA and LBS meet or exceed applicable service standards established by TA and other participating agencies.
P. Scheduling all passenger trips, determining which transportation provider will transport which clients on a shared-ride basis with other passengers using the service.

All services provided by LBS under this Agreement shall be subject to the control of TA through designated staff and/or agents. LBS shall advise TA and make recommendations;
however, final authority shall rest with TA. LBS shall coordinate and consult with TA before the start of operations, and for training, evaluation, and monitoring. Relevant personnel policies, hiring and firing procedures, and accounting procedures of LBS shall be provided to TA upon request.

V. **Duties and Responsibilities of TA.** TA and other participating agencies shall be responsible for:

A. Establishing service standards that the service contractor shall be required to meet in providing transportation services.

B. Establishing the eligibility of clients for specific transportation services.

C. Working with LBS to determine, on a trip by trip basis, if fixed route service can be used to meet a travel need.

D. Working with LBS to see that eligible clients for whom SST service is the best option are registered for SST service.

E. Ensuring that participating agency clients are aware that they must contact the service contractor to schedule transportation service and contact LBS for information that may be needed to use fixed route service.

F. Providing information to LBS on the transportation eligibility status of its clients.

**Standard Terms and Conditions**

VI. **Insurance.**

VII. **Audit and Inspection.**

VIII. **Operating and Fiscal Records.**

IX. **Required Reports.**

X. **Conflict of Interest.**

XI. **Copyrights.**

IX. **Immigration Control and Reform Act of 1986, Property and Supplies.**

X. **Confidentiality.**

XI. **Non-Discrimination.**

XIII. **Prohibition Against Assignment.**

XIII. **Contract Modification and Termination.**

XIV. **Notices.**

XIX. **Indemnification.**

XX. **Term of Agreement.**

XXI. **Compensation.**

XXII. **Attachments to the Agreement.**

**IN WITNESS WHEREOF,** the parties have heretofore executed this Agreement the date first above written.
Appendix I

Outline for model joint powers agreement to coordinate transportation service

TCRP Report 101
OUTLINE OF
MODEL JOINT POWERS AGREEMENT
TO COORDINATE TRANSPORTATION SERVICE

JOINT EXERCISE OF POWERS CONSORTIUM AGREEMENT FOR
(INSERT NAME OF PROGRAM)

THIS AGREEMENT is entered into this INSERT DATE by and between the LIST NAME
OF AGENCY and LIST NAME OF AGENCY (hereinafter referred to as “member agencies”).

W I T N E S S E T H

WHEREAS, the member agencies provide public transit services in the Counties of
_______________________; and

WHEREAS
LIST ADDITIONAL CIRCUMSTANCES LEADING TO THE DECISION TO ENTER
INTO THIS AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE
OF THE TERMS, CONDITIONS AND PROMISES IN THIS AGREEMENT, THE MEMBER
AGENCIES AGREE AS FOLLOWS:

Article 1. Name and Purpose

a. The name of this Consortium is ____________________.

b. The purpose of this Agreement is to LIST PURPOSES.

Article 2. The Lead Agency

The responsibility to act as the Lead Agency under this Agreement shall rotate between the
member agencies beginning with each fiscal year, other than the first fiscal year this Agreement is
in effect. This rotation of responsibility shall remain in effect until this Agreement is terminated.

NAME OF AGENCY shall serve as the Lead Agency from the effective date of this
Agreement until the end of the INSERT YEAR Fiscal Year.

Article 3. Scope of Services

The Lead Agency shall provide the following services:
THE FOLLOWING ARE SOME EXAMPLES OF SCOPE THAT MIGHT BE INCLUDED HERE.

a. Solicit the services of a Project Manager
b. Solicit and oversee the services of legal counsel
c. Oversee the activities of the Project Manager;
d. Prepare a budget for the succeeding fiscal year;
e. Apply for and oversee the administration of all forms of applicable grants or revenues
f. Provide staff support necessary to carry out the Plan
g. Work with the Service Review Committee and the Project Manager to bring issues to the member agencies which require their determination.
h. Account for all funds and report all receipts and disbursements
i. Conduct and file an annual audit
j. Nothing in this agreement shall prohibit the Lead Agency from contracting for the provision of any or all of the services
k. Collect and report service data used to determine costs sharing by the member agencies

Article 4. Project Manager.

The Project Manager shall be responsible for administering the Plan on behalf of the member agencies, under the direction and control of the Service Review Committee. The duties of the Project Manager, which may be changed from time to time, include, but are not limited to, the following:

THE FOLLOWING ARE SOME EXAMPLES OF DUTIES THAT MIGHT BE INCLUDED HERE.

a. Prepare an annual budget and financial report
b. Investigate the availability of and apply for grants, funds and other sources of revenue to fund the Plan’s activities;
c. Account for all revenues and expenditures;
d. Serve as a liaison between the member agencies and customers, and other local and regional agencies.
e. Notice and record all meetings and activities;

f. Provide customer services;

g. Coordinate the preparation of the annual plan update.

Article 5. Indemnification.

INCLUDE STANDARD INDEMNIFICATION LANGUAGE

Article 6. Compensation.

The expenses to be borne by the agency members for carrying out the Plan shall be determined as follows:

a. The Lead Agency shall be credited for in-kind services provided in the performance of the services identified in Article 1.

b. DESCRIBE COST-SHARING AGREEMENTS

Article 7. Service Review Committee.

a. Purpose. The Service Review Committee shall provide direction to the Lead Agency and the Project Manager.

b. Membership.

c. Required Votes; Approvals.

d. Quorum.

e. Minutes.

f. Budget.

Article 8. Termination/Withdrawal.

a. Individual Member Withdrawal

b. Complete Dissolution.
Article 9. Disposition of Money and Property.

Article 10. Miscellaneous.

   a. Term of Agreement.
   b. Amendment.
   c. Additional Members.
   d. Dispute Resolution.
   e. Successors.
   f. Severability.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by authorized officials on the dates indicated below:

NAME OF AGENCY

By: ______________ General Manager

DATE:

NAME OF AGENCY

By: ______________, General Manager

DATE:
Appendix J

Detailed version of model joint powers agreement

TCRP Report 101
DETAILED VERSION OF
MODEL JOINT POWERS AGREEMENT

JOINT EXERCISE OF POWERS
TRANSPORTATION CONSORTIUM AGREEMENT FOR
(INsert NAME OF PROGRAM)

This Agreement is entered into this INSERT DATE by and between the LIST NAME OF AGENCY and LIST NAME OF AGENCY (hereinafter referred to as “member agencies”).

W I T N E S S E T H

WHEREAS, the member agencies provide public transit services in the Counties of INSERT LOCATIONS; and

WHEREAS, the member agencies provide fixed route public transit services, and, pursuant to the Americans with Disabilities Act of 1990 and 49 CFR Part 37 (the Law), are required to provide complementary paratransit service to persons unable to use the fixed route system; and

WHEREAS, the member agencies cooperatively prepared a “Coordinated Paratransit Plan” dated INSERT DATE (the Plan); and

WHEREAS, the Boards of Directors of the member agencies adopted the Plan and update; and

WHEREAS, the Federal Transit Administration of the United States Department of Transportation has determined that the Plan is in compliance with the Law; and

WHEREAS, the Plan and update contemplated implementation of its provisions through the cooperative efforts of the member agencies; and

WHEREAS, Government Code Section INSERT STATE CODE NUMBER, et. seq., authorizes the member agencies to enter into an agreement for the joint exercise of any power common to them, which includes the power to contract for and or operate paratransit services.

NOW, THEREFORE, IN CONSIDERATION OF THE FAITHFUL PERFORMANCE OF THE TERMS, CONDITIONS AND PROMISES IN THIS AGREEMENT, THE MEMBER AGENCIES AGREE AS FOLLOWS:
Article 1. Name and Purpose

a. The name of this Consortium is INSERT NAME.

b. The purpose of this Agreement is to develop, implement and administer the ADA paratransit services identified in the Plan.

Article 2. The Lead Agency

The responsibility to act as the Lead Agency under this Agreement shall rotate between the member agencies beginning with each fiscal year, other than the first fiscal year this Agreement is in effect. This rotation of responsibility shall remain in effect until this Agreement is terminated.

NAME OF AGENCY shall serve as the Lead Agency from the effective date of this Agreement until the end of the (INSERT YEAR) Fiscal Year.

Article 3. Scope of Services.

The Lead Agency shall provide the following services:

a. Solicit the services of a Broker and Project Manager to provide the paratransit services required by the Plan, in accordance with applicable federal and/or state laws and regulations affecting the member agencies, and to perform the duties identified in this Agreement. These solicitations shall include, but not be limited to, scope of services, including the solicitation of Service Providers, and insurance coverage and indemnification by the Broker, service providers and Project Manager. The solicitation shall make it clear that the insurance of the Service Provider, Broker and Project Manager shall be primary in any loss. No insurance coverage or self-insurance of the member agencies shall be called upon in the event of an occurrence.

b. Solicit (when appropriate) and oversee the services of legal counsel (in-house or outside counsel as necessary) to file or defend a suit brought by third parties against the member agencies for any activities related to or arising under this Agreement, with the designated counsel taking the role as lead counsel throughout the litigation;

c. Oversee the activities of the Broker and Project Manager;

d. Be responsible for the administration of the terms of this Agreement, including the preparation of a budget for the succeeding fiscal year and submitting it to the member agencies for approval;

e. Apply for and oversee the administration of all forms of applicable grants or revenues to fund the paratransit activities contemplated by the Plan.
Article 4. Project Manager.

The Project Manager shall be responsible for administering the Plan on behalf of the member agencies, under the direction and control of the Service Review Committee. The duties of the Project Manager, which may be changed from time to time, include, but are not limited to, the following:

a. Prepare an annual budget and financial report for review by the Service Review Committee and approved by the governing boards of the member agencies;

b. Investigate the availability of and apply for grants, funds and other sources of revenue to fund the Plan’s activities;

c. Account for all revenues and expenditures to the Service Review Committee;

d. Serve as a liaison between the member agencies and customers, and other local and regional agencies.

e. Be responsible for setting, noticing and recording all meetings and activities occurring under this Agreement to insure compliance with applicable federal, state and local requirements;

f. Provide customer services and participate in the resolution of customer concerns;
g. Oversee the activities of the Broker and service providers to insure that the terms and conditions of the service and any contracts are consistent with the requirements of the Plan;

h. Coordinate the preparation of the annual plan update and its submission to all applicable governmental agencies.

Article 5. Broker.

The Broker shall assist in securing the paratransit service anticipated under the Plan for the member agencies and their customers, under the direction and control of the Service Review Committee. The duties of the Broker, which may be changed from time to time, include, but are not limited to, the following:

a. Receipt of calls for service, scheduling of trips for and coordinating interzonal paratransit trips not scheduled by participating city programs or a member agency;

b. Issue, account for and collect used trip vouchers, as necessary;

c. Collect trip data from participating city paratransit programs and prepare periodic service reports;

d. Cooperate and provide necessary information for the preparation of an annual audit;

e. Determine and certify ADA eligibility in accordance with established criteria and maintain an eligibility data base;

f. Interface with vendors and service providers to assure consistent and satisfactory levels of service consistent with the Plan;

g. Provide budgeting assistance to the Project Manager and participating city programs;

h. Be a liaison between customers, city program staff, the Project Manager, and the Service Review Committee;

i. Coordinate provider and customer training programs;

j. Provide adequate staff support to carry out the Plan.
Article 6. Indemnification.

Each member agency shall be a named additional insured in the insurance policies of the Project Manager, the Broker and the Service Providers. The Project Manager, Broker and Service Providers shall indemnify, hold harmless and defend each member agency, its elective and appointive Boards, Commissions, Officers, agents and employees, from and against any liability for any damages or claims for damages for personal injury, including death, property damage or any civil rights litigations arising from their or their contractors’, subcontractors’, agents’ or employees’ activities related to this Agreement or carrying out the Plan. To the extent the insurance or other resources of the indemnitors are insufficient to protect the member agencies from any liability, the member agencies’ liability shall be apportioned between them according to the cost-sharing principles established for the provision of complementary paratransit services by the member agencies in the Plan, and any subsequent updates of the Plan.

Each member agency, when it is the Lead Agency, shall hold harmless and defend the other member agency, its elective and appointive Boards, Commissions, Officers, agents and employees, from and against any liability for any damages or claims for damages for personal injury, including death, or property damage arising from its or its contractors’, subcontractors’, agents’ or employees’ activities under this Agreement.

Article 7. Compensation.

The expenses to be borne by the agency members for carrying out the Plan shall be determined as follows:

a. For Fiscal Year INSERT YEAR, the Consortium will receive an operating subsidy of LIST FUNDS. The member agencies are not expected to pay for the service this year.

b. In subsequent fiscal years, when federal, state or local funds available for paratransit services are insufficient to cover the costs for these services under the Plan, then each member agency’s share of the unfunded portion of the operating budget shall be as follows:

1. In the first year that the member agencies are required to pay, the amount paid by each member agency will be based on the estimated costs for the service and shall be apportioned among the member agencies according to the estimated service proportions described in the Plan.

2. In every succeeding year, each member agency’s proportionate share will be based on the actual costs of providing the service in the previous year, as determined by an audit of the prior year’s service costs. The audit shall be performed by an independent auditor mutually agreed upon by both parties. Any credit or debit resulting from the audit shall be reflected in each member agency’s proportionate share.
c. Each member agency shall promptly pay the Lead Agency its monthly share of the costs of its service, as determined above in subparagraph b. The monthly invoice from the Lead Agency shall be due and payable within 30 days of its receipt.

d. A member agency who fails to meet its financial commitments is responsible for defending and paying any liabilities, costs and judgments which may result from such delinquency, including but not limited to, service failures, lawsuits and loss of any funding from outside sources. If a member agency chooses to pay any obligation of a delinquent member agency, it shall be entitled to full reimbursement plus interest at the legal interest rate established in the State’s Code of Civil Procedure section or any successor section.

e. The Lead Agency shall be credited for in-kind services provided in the performance of the services identified in Article 1. The credit shall be applied against the amount required of that member agency for the fiscal year immediately following its turn as Lead Agency. The Lead Agency shall keep records of the hours performed by its employees and/or contractors and other in-kind services provided in the accomplishment of the tasks identified in Article 1. The amount any member agency may charge for these services shall be subject to the following limitations:

1. Staff charges shall be agreed to by the member agencies, based on the salary for the positions involved plus overhead and benefits;

2. Contractor charges shall be agreed to by the member agencies, based on the contract price charged by any contractor determined in accordance with applicable federal and/or state procurement provisions.

3. Other in-kind services shall be agreed to by the member agencies, but must be identified with particularity and the costs associated with them shall be fully described and justified.

f. If it becomes necessary for the Lead Agency to file suit, the member agencies shall pay reasonable attorney’s fees and costs associated with any litigation, undertaken on behalf of the member agencies, including prosecution and/or defense. Any monetary losses from an unsuccessful prosecution/defense or unenforceable or an uncollectible judgment, or any monetary judgment in favor of the member agencies (including insurance proceeds or other recovery), shall be borne or distributed in proportion to their respective percentage of the operating budget identified in subparagraph 7.b. Any losses or favorable judgments shall be charged or credited to the operating budget in the year in which the charge or credit is made or received.

g. The fiscal year budget for each fiscal year, other than the first fiscal year this Agreement is in effect, shall be prepared and submitted to the member agencies by the end of February of the prior fiscal year. For the first fiscal year, the budget shall be prepared as soon as practicable after this Agreement has been executed by the
member agencies. An adjustment of each member agency’s contribution in any fiscal year shall be made after the audit of the preceding fiscal year and credited or debited in the fiscal year following the year in which the audit occurred.

h. If a member agency requests any service, which is beyond the service provided for in the Plan, it shall be considered a “sole benefit” expense to be borne solely by that member agency, and shall not be included in the calculation of the budgetary obligation of the other member agencies. This “sole benefit” exception also shall include any and all legal costs associated with it. The member agency requesting the “sole benefit” shall indemnify, defend and hold harmless the other member agency, its officers, employees and agents from and against any and all liability for damages or claims for damage for personal injury, including death, as well as the claims from property damage which may arise from that service.

Article 8. Service Review Committee.

a. Purpose. The Service Review Committee shall provide direction to the Lead Agency, the Project Manager and the Broker. The Service Review Committee shall also be the arbitrator of disputes between the Project Manager, the Broker and/or service providers.

b. Membership. The Service Review Committee shall consist of the General Manager (or his/her designee) from each member agency. Each General Manager shall designate an alternate staff member, to act as his/her representative on the Service Review Committee in his/her absence. The member agencies shall be advised of the designee within 30 days of the execution of this Agreement.

c. Direction. In accordance with each member agency’s practices, each General Manager shall be responsible for reviewing with and obtaining direction from his/her governing board on issues and actions coming before the Service Review Committee.

d. Required Votes; Approvals. Each member of the Service Review Committee shall have one vote. The agreement of both General Managers (in his/her absence, the vote of his/her designee) is required on issues and actions which come before the Service Review Committee. If there are any disagreements between the voting members of the Committee, then the matter shall be referred to the governing bodies of the member agencies for resolution. If the member agencies cannot resolve the matter then it shall be settled as provided in Article 12.

If additional agencies join this Consortium, then each member agency is entitled to one vote on the Committee and a majority of the affirmative votes of the Committee’s membership, in attendance at the meeting, is required to carry any motion.
e. Quorum. A quorum consists of two voting members of the Committee, i.e. both General Managers, or both designees in the absence of the General Managers, or one General Manager and one designee in the absence of that member agency’s General Manager. If there are more than two member agencies participating in this Consortium, then a quorum is a majority of the authorized voting members from each member agency.

f. Minutes. The minutes of each Committee meeting shall be provided to each Committee member and the governing board of each member agency.

g. Budget. The Service Review Committee shall review and submit the budget for each fiscal year to the governing bodies of the member agencies for approval and adoption.

Article 9. Advisory Committee.

a. Purpose. The Consortium Advisory Committee shall be an Advisory Committee to the Services Review Committee. This committee shall provide advice on planning, policy and other matters, relating to the provision of paratransit services provided under this Agreement.

b. Membership. This Committee shall be comprised of the following voting members:

LIST NUMBER AND TYPES OF PUBLIC MEMBERS
EXAMPLES COULD INCLUDE

• One (1) staff representative from each member agency, selected by the General Manager of that agency;

• One (1) member of each member agency’s accessibility committee/task force, selected from and by the members of the committee/task force, or if none, as determined by the governing body of that member agency, subject to the selection criteria set forth below;

• One (1) representative from each county’s Paratransit Coordinating Committees (PCCs), selected from and by the members of each committee, subject to the selection criteria set forth below;

• One (1) representative from an existing city-based paratransit program in each county, selected by and from the existing city-based paratransit programs in each county.

The voting member from the accessibility committee/task force and from the PCCs shall be determined according to the following criteria:
1. The voting member must be a certified ADA paratransit consumer. If no one from the group is available who meets this requirement, then,

2. The voting member must be a member who represents individuals who are certified ADA paratransit consumers. If no one from the group is available who meets this requirement, then,

3. The voting member may be any member of the group.

c. Non-Voting Ex-Officio Members. The Project Manager, and the Broker shall be non-voting ex-officio members of the Committee.

d. Required Votes; Approvals. Each Committee member is entitled to one vote, and a majority of the Committee’s authorized voting membership present at the meeting is required to carry any recommendation or motion.

e. Quorum. A majority of the voting members of the Committee shall constitute a quorum.

f. Minutes. The minutes of each Committee meeting shall be provided to each Committee member and to the committees, organizations, or entities of each of the committee representatives.

Article 10. Termination/Withdrawal.

c. Individual Member Withdrawal. A member agency may terminate its participation under this Agreement at any time by providing written notice one year prior to such termination to the other member agencies. The notice of termination may be rescinded upon written notice to the other member agencies any time before the effective date of termination, provided, however, that the other member agencies must approve such rescission.

Each member agency is responsible for its contribution to the funding of the Plan and its obligations under this Agreement during the term of this Agreement. If the member agencies have executed a long-term contract for paratransit services which includes a commitment to claim and expend paratransit financial assistance which a terminated member agency is eligible to claim, the terminated member agency shall be bound by such commitment. A long-term contract for purposes of this Agreement is any agreement or commitment which extends beyond a single fiscal year. The terminated member agency shall not claim, but instead shall assist the Service Review Committee, the Lead Agency and other personnel identified in this Agreement to claim such financial assistance during the term of such contract. If possible, the member agencies will cooperate to arrange an equitable division of the obligations and benefits of any outstanding long-term contracts. A terminated member agency shall continue to provide assurances and perform acts as may be required for any
claim and/or grant application to fund the services for any long-term contracts which continue in existence beyond the date of termination. During the term of any long-term contract, the terminated member agency shall continue to receive coordinated paratransit services within its area in proportion to the financial assistance which is attributable to such terminated member agency. A terminating member agency shall have no financial obligation under this Agreement after the effective date of its termination, except as specified above.

d. Complete Dissolution. If the member agencies have executed a long-term contract for paratransit services which cannot be canceled or divided and which includes a commitment to claim and expend financial assistance for the period of such contract, then this Agreement shall remain in effect during the term of such contract unless reasonable alternate terms can be negotiated with the other party to the long-term contract.

Article 11. Disposition of Money and Property.

Upon the withdrawal of a member agency, any property acquired by the members jointly under this Agreement and any credits or debits shall be determined upon the close of the fiscal year, as provided in Article 7.a and distributed to or collected from the withdrawing agency. To facilitate such distribution, property may be distributed in kind or reduced to cash by sale. Any distribution of cash, including surplus monies, to a member agency in excess of its actual contributions shall be at the recommendation of the agency originally disbursing the funds. If member agencies cannot agree upon the valuation of acquired property or upon their distributive shares, the disagreement shall be referred to a panel of three referees for decision. One referee shall be appointed by the member disputing the valuation or disposition. One referee shall be appointed by the members supporting the valuation or distribution. One referee shall be appointed by the two referees first appointed.

Article 12. Miscellaneous.

a. Term of Agreement. This Agreement shall become effective upon execution by member agencies and shall remain in full force and effect until terminated as provided for in this Agreement.

b. Amendment. This Agreement shall be amended only with the unanimous approval of all member agencies.

c. Additional Members. Additional members may be added to this Consortium and Agreement with the consent of the member agencies and the additional member.

d. Dispute Resolution. If a dispute among the member agencies cannot be resolved by their governing bodies, then a mediator shall be retained by the parties to assist them in resolving the dispute. The mediator shall be selected from a panel of five mediators established by the parties subsequent to the execution of this Agreement. The parties shall strike mediators from the list until only one mediator remains. The
determination of which member agency strikes first shall be determined by a flip of a coin. The costs of the mediator shall be shared equally by the member agencies.

e. Successors. This Agreement shall be binding upon and insure to the benefit of any successors or assigns of the member agencies.

f. Plural. As used in this Agreement any singular term includes the plural.

g. Severability. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of INSERT STATE, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions, or provisions can be construed in substance to constitute the Agreement that the member agency intended to enter into in the first instance.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by authorized officials on the dates indicated below:

INSERT NAME OF AGENCY

By: INSERT NAME AND TITLE

DATE: INSERT DATE

INSERT NAME OF AGENCY

By: INSERT NAME AND TITLE

DATE: INSERT DATE
Appendix K

Model agreement for coordinating a joint ticket program

TCRP Report 101
MODEL AGREEMENT FOR
COORDINATING A JOINT TICKET PROGRAM

AGREEMENT AMONG THE (List all agencies) __________________________________________
_______________________________________________________________________________
This Agreement is for the period from __________________ through __________________
By and with the (List all agencies)
_______________________________________________________________________________

WITNESSETH

WHEREAS, _______________________ is a transit district duly created and acting under the laws
of the State ____________________, operating a public transit system in ____________________
________________ Counties; and ___________________________________________________
_______________________________________________________________________________

(Repeat this WHEREAS for all participating agencies.)

WHEREAS, ________________________________________________________________

have determined that a Joint Ticket for use on public transit vehicles will encourage transit use.

WHEREAS, it is the intention of (List all agencies.)

______________________________________________

to enter into an agreement providing for the sharing of revenues from the joint Ticket Program;

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

ARTICLE I DESCRIPTION OF THE PROGRAM

(Insert description of Joint Ticket and its valid period of use)

All parties to this agreement shall accept the Joint tickets on their systems subject to the conditions
specified in Article VI D herein for the fixed periods specified above.
The Joint tickets shall be priced according to Schedule A (Attached hereto and incorporated by reference.) Any modifications to this pricing schedule must be approved in advance by (List agencies or committee)_______________________________

Definitions
(The following are examples that might be included in this section.)

“Fare” shall mean the price charged to transport a patron using transit services provided by parties to this agreement.

“Joint Ticket Committee” shall mean a group comprised of one representative from each party to this agreement, which shall administer the Agreement on behalf of the parties as described herein.

“Local fare credit” shall mean the fare required to ride a transit system in its local service area.

ARTICLE II. JOINT REVENUE REIMBURSEMENTS FOR THE JOINT TICKET FOR WHICH CASH IS RECEIVED DURING THE TERM OF THE AGREEMENT

A. COMPENSATION FORMULA

1). The pricing of each Joint ticket is based on the following (insert pricing formula) __________

______________________________________________________________________________

2). Bus operators shall be compensated based on the following formula: (Insert agreed-upon formula for sharing revenues.)__________________________________________________________

______________________________________________________________________________

B. ALLOCATION AMONG BUS OPERATORS

Follow–up surveys to adjust the allocation percentages in Schedule B shall conducted in the future a majority vote Joint Ticket committee members. The Committee shall decide who will design and conduct this survey.

ARTICLE III. INFORMATION REPORTING REQUIREMENTS

All parties agree to make available to one another current and historical information necessary for the monitoring and evaluation of the program. (List agencies) ______________________________
shall provide data, and an explanation in writing, of methodologies used for data collection, to any party to this agreement within (30) days of a written request from any other party to this Agreement.

(List agencies) ________________________________ agree to report the Joint Ticket Committee existing adult fares, and any fare and pass price changes in advance of their implementation. All fare changes shall be reflected in the revenue distribution in the quarter following the period of the effective increase (decrease).

ARTICLE IV. RECORDS AND AUDITS

This agreement is subject to the examination and audit of the auditor General of the State of __________________ for a period of the three (3) years after final payment under this Agreement. The examination and audit shall be confined to those matter connected with the performance of the Agreement, including, but not limited to, the cost of administering the Agreement.

During the term of this Agreement, the parties shall permit an authorized representative of another party, upon reasonable request, access to inspect, audit and make copies of its ridership data and records relating to this Agreement.

ARTICLE V. INDEMNITY

Each party to this Agreement agrees to save harmless each and every other party to this Agreement, their directors, commissioners, officers, agents and employees from liability arising out or in connection with any party’s performance under this Agreement; excepting only any party may recover from any other party monies or returned based on a miscalculation of the compensations due under this Agreement.

Each party to this Agreement agrees to defend and indemnify each and every other party to this Agreement, their directors, commissioners, officers, agents and employees against any claim or for any liability arising out of in connection with bodily injury, property damage or personal injury to any third party based on such third party’s use of indemnitor’s transit operations or the third party’s presence on the indemnitor’s property, unless such claim arises out of the sole negligence or willful misconduct of the indemnified party or its directors, commissioners, officers, agents, contractors or employees.

The parties may agree to the joint legal; representation and the sharing of all related costs and expenses, including legal fees of outside counsel, for all third party claims or liability imposed upon any party to this Agreement and arising from this Agreement which are not addressed above. The sharing of such costs shall be according to a mutually agreeable formula.
ARTICLE VI. GENERAL PROVISIONS

A. FARES

Each participating operator shall be responsible for the setting of fares for, and operation of all its services.

B. MARKETING AND DISTRIBUTION

Periodic meetings of the Joint Ticket Committee shall be held to prepare and approve program marketing expenses. These expenses will be shared as described in Article VI, Paragraph J below.

Joint tickets will be distributed at sales both operated by each of the participating agencies.

Each party may inform the public of the policy established in this Agreement by any means it deems appropriate, including but not limited to, graphics, printed material, promotions, and signs.

C. AMENDMENTS

This Agreement may be modified, supplemented, or amended only by a written agreement of all parties hereto in accordance with applicable law.

Additional transit operators may be added as parties to this Agreement under the same terms and conditions as then exist for all current parties to this Agreement.

All amendments to this Agreement are subject to the review and unanimous approval of the Joint Ticket Committee.

D. CONDITIONS OF USE OF JOINT TICKETS

(Examples that might be included in this section)
E. **COOPERATION**

In cases where it is imperative that other restrictions not detailed in VI., D. above be placed in usage of the Joint ticket by a particular operator, the Joint Ticket Committee must be notified by that operator 30 days in advance of the imposition of such restrictions. An abbreviated version of the terms and conditions will be printed on available space on the backside of the Joint tickets.

Each party will use its best efforts to implement the policy established in the Agreement, and will cooperate with the other parties in resolving and operational problems which may arise from its implementation and operation.

F. **ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties. Each party represents that in entering into this Agreement it has not relied on any previous representations, inducements or understanding of any kind or nature.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

G. **TERM**

This Agreement is in effect until (insert date)_______, or until terminated as provided in Section H, which occurs sooner.

H. **TERMINATION**

The parties hereto reserve the right to terminate their participation in this Agreement upon 60 day written notice to all other parties. The written notice notifying other parties must specify the reason for the termination and the date upon which the termination becomes effective.

During the period before the termination date, all parties shall meet to resolve any dispute which may be the cause of said termination, unless all parties agree in writing not to do so.
I. NON-PRECEDENT SETTING

This Agreement is not intended as a precedent for the sharing of revenues after termination of this Agreement, or for other inter-operator pass or ticket programs. Any arrangements concerning the sale, collection of revenues, and payments between the parties concerning Joint tickets after termination of this Agreement, or concerning other inter-operator pass or ticket programs, will be the subject of one or more separate agreements.

J. COSTS

1) Except as provided in Paragraph 2 below, each party shall bear its own internal costs associated with being a participant in this agreement, including, without limitation any reporting or auditing costs.

2) All participants to this agreement shall share the common costs of managing the program. These management costs are divided into three areas, as follows.

   a. Clearinghouse costs. The clearinghouse costs for this Agreement consist of the Lead Agency’s Customer Service labor costs, Treasury Department labor costs, Accounting Department labor costs, Joint ticket stock costs, and ticket delivery service costs. Estimated dollar figures for the first year’s costs are detailed in Schedule C. Clearinghouse costs for the latter two (2) years of this Agreement shall be calculated using the actual wage rates for the year during which these costs were incurred. After the first year of this Agreement, any party to this Agreement may request a renegotiation of the methodology utilized to calculate these clearinghouse costs. The amount of interest earned by the Lead Agency as a result of retaining program revenues shall be computed by the Lead Agency’s Treasury Department, and shall be subtracted from these clearinghouse costs before each operator’s share is allocated. Clearinghouse costs will be allocated across all program participants in proportion to total revenues received under the Joint Ticket program during the prior distribution period.

   b. Marketing costs. The marketing costs for the first year of this agreement are detailed in the Schedule C. The marketing costs of the program for the remaining two (2) years of this agreement shall be set by a majority of the Joint Ticket Committee. These costs shall be shared in the manner described in sub-paragraph a. above.

   c. Management costs allocation. One-fourth of the annual costs described in Paragraphs a., and b. will be subtracted from each quarterly bus share reimbursement, and will be allocated among each operator as described in Paragraph a. above.
K. **GOVERNING LAW**

This Agreement shall be deemed to be made in accordance with the laws of the State of ____________.

L. **SEVERANCE**

If any part of this Agreement is declared invalid by a court of law, such decision will not affect the validity of any remaining portion, which shall remain in full force and effect. Should the severance of any party of the Agreement materially affect any of the rights or obligations of the parties, the parties will negotiate in good faith to amend this Agreement in a manner satisfactory to all parties.

**ARTICLE VII. NOTICES**

All statements, payments, financial and transfer trip reports, notices or other communications to a party by another shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follow: *(List all agencies with address and contact person)*
## SCHEDULE A

### JOINT TICKET PRICES

*(Example)*

<table>
<thead>
<tr>
<th>PRICE*</th>
<th>AGENCIES’ SHARE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28</td>
<td></td>
</tr>
<tr>
<td>$33</td>
<td></td>
</tr>
<tr>
<td>$37</td>
<td></td>
</tr>
<tr>
<td>$42</td>
<td></td>
</tr>
<tr>
<td>$47</td>
<td></td>
</tr>
<tr>
<td>$52</td>
<td></td>
</tr>
<tr>
<td>$56</td>
<td></td>
</tr>
<tr>
<td>$61</td>
<td></td>
</tr>
</tbody>
</table>

* Figures calculated using the following formula: *(Insert formula from Article II A (1))"*
# SCHEDULE B

**PERCENT OF JOINT TICKETS CREDITED TO BUS AGENCY***

*(Example)*

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENCY NAME</td>
<td>50%</td>
</tr>
<tr>
<td>AGENCY NAME</td>
<td>30%</td>
</tr>
<tr>
<td>AGENCY NAME</td>
<td>20%</td>
</tr>
</tbody>
</table>

* Based on survey dated ____________. These percentages may change based on future surveys, as described in Article II.
SCHEDULE C

JOINT TICKET PROGRAM FY____ COSTS

(Example)

<table>
<thead>
<tr>
<th>TYPE OF COST</th>
<th>ESTIMATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearinghouse Costs</td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td></td>
</tr>
<tr>
<td>Treasury</td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td></td>
</tr>
<tr>
<td>Tickets</td>
<td></td>
</tr>
<tr>
<td>Federal Express</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>Marketing Costs</td>
<td></td>
</tr>
<tr>
<td>Brochures</td>
<td></td>
</tr>
<tr>
<td>Signs</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td>Estimated FY _______ Program Costs</td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day first mentioned above.

__________________________________________
(Name of agency)

By: _______________________________________ (Name of authorized signatory)

Authorized by (Name of Agency)‘s Board of Directors
Resolution No. ______________________________

Adopted: ____________________________________________

__________________________________________ (Name of agency)

By: _______________________________________ (Name of authorized signatory)

Authorized by (Name of Agency)’s Board of Directors

Resolution No. ______________________________

Adopted: ____________________________________________

__________________________________________ (Name of agency)

By: _______________________________________ (Name of authorized signatory)

Authorized by (Name of Agency)’s Board of Directors

Resolution No. ______________________________

Adopted: ____________________________________________
Appendix L

Stock purchase agreement

JAUNT, Inc. & Counties of Louisa and Fluvanna
STOCK PURCHASE AGREEMENT

THIS AGREEMENT dated as of October 1, 1982, among JAUNT, INC., a Virginia Corporation (the "Corporation") and THE CITY OF CHARLOTTESVILLE, THE COUNTY OF ALBEMARLE, VIRGINIA, and THE COUNTY OF NELSON, VIRGINIA, all political subdivisions of the Commonwealth of Virginia (collectively, the "Stockholders", and singly a "Stockholder").

The Stockholders own capital stock (the "Shares") of the Corporation as indicated on Exhibit A, and they and the Corporation desire the stock to remain closely held in order to promote harmonious management of the Corporation's affairs.

NOW, THEREFORE, the Stockholders and the Corporation agree as follows:

SECTION 1 - RESTRICTION ON FURTHER TRANSFER OF SHARES

1.1 Transfer Restriction. No Stockholder shall sell, assign, transfer or make any other disposition of the shares of which it is owner to any person or entity other than the Corporation or the remaining Stockholders upon the terms provided below.

SECTION 2 - PURCHASE OBLIGATIONS UPON NOTICE FROM STOCKHOLDER

2.1 Corporation's Purchase Obligation. In the event that a Stockholder shall make a written offer to the Corporation and each of the remaining Stockholders to sell the shares of which it is the owner, such Stockholder shall sell and the Corporation shall purchase such Shares for the price and upon the other terms provided below.

2.2 Purchase Obligation of Stockholders. To the extent that the Corporation is prevented by law from purchasing any Shares owned by the selling Stockholder, each remaining Stockholder shall purchase from the selling Stockholder and the latter shall sell that proportion of such unpurchased Shares which equals the proportion which the number of Shares owned by each remaining Stockholder at the time of such notice is of the total number of Shares then owned by all the remaining Stockholders, for the price and upon the other terms provided below.

SECTION 3 - PURCHASE PRICE

3.1. Purchase Price. The purchase price of Shares shall be an amount equal to the consideration paid for such Shares, payable at the Closing.
SECTION 4 - PLEDGE OF SHARES

4.1. Pledge of Shares Prohibited. No Stockholder shall encumber or use any of its Shares as security for any loan, except upon the written consent of all of the parties to this Agreement.

SECTION 5 - THE CLOSING

5.1. Place of Closing. Unless otherwise agreed by the parties, the Closing of the sale and purchase of Shares shall take place at the principal office of the Corporation.

5.2. Time of Closing. The Closing shall take place 10 days after the delivery to the Corporation and the remaining Stockholders of written notice by the selling Stockholder of its offer to sell such Shares.

5.3. Execution and Delivery of Documents. At the Closing, the parties shall execute and deliver to each other the various documents which shall be required to carry out their undertakings under this Agreement, including the payment of cash, and the assignment and delivery of stock certificates, duly endorsed and accompanied by all documents necessary to effect a transfer of the Shares.

5.4. Sequence of Transactions. The sale and purchase of Shares which the remaining Stockholders are to purchase shall take place immediately prior to the sale and purchase of Shares, if any, which the Corporation is to purchase.

SECTION 6 - LEGEND ON CERTIFICATES

6.1. Legend on Certificates. All Shares now or hereafter owned by the Stockholders shall be subject to the provisions of this Agreement and the certificates representing the same shall bear the following legend:

THE SALE, TRANSFER OR ENCUMBRANCE OF THIS CERTIFICATE IS SUBJECT TO AN AGREEMENT DATED OCTOBER 1, 1982 AMONG THE CORPORATION AND ALL OF ITS STOCKHOLDERS. A COPY OF THE AGREEMENT IS ON FILE IN THE PRINCIPAL OFFICE OF THE CORPORATION. THE AGREEMENT PROVIDES, AMONG OTHER THINGS, FOR CERTAIN PRIOR RIGHTS TO PURCHASE AND CERTAIN OBLIGATIONS TO SELL AND TO PURCHASE THE SHARES OF STOCK EVIDENCED BY THIS CERTIFICATE, FOR A DESIGNATED PURCHASE PRICE. BY ACCEPTING THE SHARES OF STOCK EVIDENCED BY THIS CERTIFICATE, THE HOLDER AGREES TO BE BOUND BY THIS AGREEMENT.
THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER THE BLUE SKY LAWS OF ANY STATE. THE FURTHER TRANSFER OF SUCH SHARES OF STOCK IS RESTRICTED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER SUCH ACTS OR AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION IS NOT REQUIRED.

SECTION 7 - TERMINATION

7.1. Events of Termination. This Agreement and all restrictions on stock transfer created hereby shall terminate on the occurrence of any of the following events:

(a) The bankruptcy or dissolution of the Corporation.

(b) A single Stockholder's becoming the owner of all of the Shares of the Corporation, which are then subject to this Agreement.

(c) The execution of a written instrument by the Corporation and all of the Stockholders who then own Shares subject to this Agreement which terminates the same.

SECTION 8 - MISCELLANEOUS

8.1 Remedies for Breach. The Shares are unique and the parties to this Agreement shall have the remedies which are available to them for the violation of any of the terms of this Agreement, including, but not limited to, the equitable remedy of specific performance.

8.2. Notices. All notices, offers, acceptances, or any other communication provided for herein shall be given in writing by registered or certified mail, and shall be deemed to have been given when deposited in the United States mail, postage prepaid, addressed (a) in the case of the Corporation, to its principal office, and (b) in the case of any Stockholder, at its address appearing on the stock records of the Corporation, or to such other address as may be designated in writing by it.

8.3. Assignment. The rights and duties of each of the parties under this Agreement shall not be assignable to any person or entity without the prior written consent of all of the other parties.
8.4 No Waiver. No failure on the part of the parties to exercise and no delay in exercising, and no course of dealing with respect to, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8.5. Severability. If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

8.6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8.8 Applicable Law; Entire Understanding. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Agreement expresses the entire understanding and all agreements between the parties and may not be modified except in writing signed by all of the parties.

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be duly executed as of the day and year first above written.

THE CORPORATION: JAUNT, INC.
By: [Signature]
Its President

THE STOCKHOLDERS: THE CITY OF CHARLOTTESVILLE, VIRGINIA
By: [Signature]
Its [Position]

- 4 -
THE COUNTY OF ALBEMARLE,
VIRGINIA

By: __________________________
   Its _________________________

THE COUNTY OF NELSON, VIRGINIA

By: __________________________
   Its County Administrator
ATTEST:
By: Lettie E. Parker
   Its Clerk

THE COUNTY OF ALBEMARLE,
VIRGINIA
By: Gerald G. Gardner
   Its Chairman

THE COUNTY OF NELSON, VIRGINIA
By: 
   Its

- 5 -
## Exhibit A

**Shares Owned by the Stockholders**

<table>
<thead>
<tr>
<th>Name of Stockholder</th>
<th>Number of Shares of Common Stock Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Charlottesville, Virginia</td>
<td>5</td>
</tr>
<tr>
<td>County of Albemarle, Virginia</td>
<td>5</td>
</tr>
<tr>
<td>County of Nelson, Virginia</td>
<td>2</td>
</tr>
</tbody>
</table>
THE FIRST AMENDMENT TO STOCK PURCHASE AGREEMENT dated as of July 20, 1987, among JAUNT, INC., a Virginia corporation (the "Corporation"), THE COUNTY OF LOUISA, VIRGINIA and THE COUNTY OF FLUVANNA, VIRGINIA, both political subdivisions of the Commonwealth of Virginia (together the "New Stockholders").

Recitals. Under the terms and conditions of a Stock Purchase Agreement dated as of October 1, 1982 (the "Stock Purchase Agreement"), among the Corporation, the City of Charlottesville, Virginia, the County of Albemarle, Virginia, and the County of Nelson, Virginia, the Corporation and its then existing shareholders imposed certain transfer restrictions and purchase obligations with respect to the shares of the Corporation's capital stock. The Corporation has agreed to issue shares to the County of Louisa, Virginia and the County of Fluvanna, Virginia with the consent of the other shareholders of the Corporation on the condition that the New Stockholders agree to be bound by the provisions of the Stock Purchase Agreement.

NOW THEREFORE, the Corporation and the New Stockholders agree as follows:

1. Amendment to Stock Purchase Agreement. The New Stockholders hereby agree to be bound by the terms and conditions of the Stock Purchase Agreement. The Stock Purchase Agreement is hereby amended (i) to add the New Stockholders as parties, and (ii) to include the New Stockholders individually in the definition of a "Stockholder" and together with all other shareholders of the Corporation in the definition of the "Stockholders". Exhibit A of the Stock Purchase Agreement is also amended to indicate the ownership of shares of the capital stock of the Corporation as shown on the attached exhibit A.

2. Reaffirmation. Except as herein expressly modified, the Stock Purchase Agreement shall remain in full force and effect.

3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

JAUNT, INC.

BY: [Signature]
ITS: [Signature]
JAUNT, INC.

RESOLUTION OF BOARD OF DIRECTORS
APPROVING ISSUANCE OF SHARES TO THE
COUNTY OF LOUISA, VIRGINIA AND THE
COUNTY OF FLUVANNA, VIRGINIA

WHEREAS the Corporation acknowledges subscriptions for an
aggregate of 4 shares of common stock of the Corporation from the
entities, in the amounts and for the consideration set forth
below:

<table>
<thead>
<tr>
<th>Name</th>
<th>No. of Shares</th>
<th>Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Louisa, Virginia</td>
<td>2</td>
<td>$2.00</td>
</tr>
<tr>
<td>County of Fluvanna, Virginia</td>
<td>2</td>
<td>$2.00</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED by the Corporation that:

1. The issuance of the shares of common stock of the
   Corporation as set forth above is hereby approved.

2. The officers of the Corporation are authorized and
directed to call for the payment of such subscriptions, to issue
such shares, and to execute and deliver to the respective persons
the stock certificate representing such shares, upon receipt of
the consideration therefor.

3. The issuance of the shares is further conditioned
upon the execution and delivery by the new shareholders of the
First Amendment to Stock Purchase Agreement (the "Amendment")
substantially in the form presented to the Board of Directors at
this meeting. The officers of the Corporation are authorized to
execute and deliver on behalf of the Corporation the Amendment
with such changes as may be approved by the officer executing the
Amendment, whose approval shall be evidenced conclusively by the
execution and delivery of the Amendment.

4. The officers of the Corporation are hereby authorized
and directed to take such further action as may be necessary or
desirable to carry out the intent and purpose of this Resolution.

Dated: July 27, 1987

By: [Signature]

President of the Board
JAUNT, Inc.
THE COUNTY OF LOUISA, VIRGINIA

BY: [Signature]
ITS: [Name, Officer Title]

THE COUNTY OF FLUVANNA, VIRGINIA

BY: [Signature]
ITS: [Signature]