



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Greene County Service: Animal Control

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Greene County, Greensboro, Union Point

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	General Fund
Greensboro	General Fund
Union Point	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Greene County provides service to the unincorporated area.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP
 Phone number: 706.389.5650 Date completed: 12.06.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, County Manager, 706.453.7716; Larry Postell, Greensboro City Manager, 706.45.7967; Wayne Jackson, Union Point Clerk, 705.486.4102



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County: Greene County **Service:** Building Inspection

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only to the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Greene County (unincorporated Greene County and Union Point); Graensboro

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	General Funds, User Fees
Greensboro	General Funds, User Fees
Union Point	General Funds, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Union Point recently contracted with Greene County for Building Inspection Service. Greensboro assumed responsibility for building inspection within its corporate limits. White Plains, Woodville, and Siloam do not provide building inspection services and do not contract for such services.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Master Service Delivery Agreement	Greene County, Union Point	effective 2004; renewable annually

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carnon, AICP, Planning Director, NEGRDC
Phone number: 706.369.5650 Date completed: 12.03.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, Greene County Manager 706.453.7716

**INTERGOVERNMENTAL AGREEMENT REGARDING BUILDING INSPECTIONS
GREENE COUNTY, GEORGIA**

STATE OF GEORGIA
COUNTY OF GREENE

THIS AGREEMENT, made and entered into the 1st day of July, 2004, by and between the CITY OF UNION POINT, GEORGIA, a municipal corporation, BY AND THROUGH ITS CITY COUNCIL, hereinafter referred to as "City" and GREENE COUNTY, a political subdivision of the State of Georgia BY AND THROUGH THE BOARD OF COMMISSIONERS OF GREENE COUNTY, hereinafter referred to as the "County", all parties hereinafter collectively referred to as the "parties".

WITNESSETH, that in order to promote, and in the interest of, efficient building code enforcement and for the public safety in the aforesaid City and county, the parties hereunto have reached the Agreement herein specified as provided for in Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I, of the 1983 constitution of the State of Georgia;

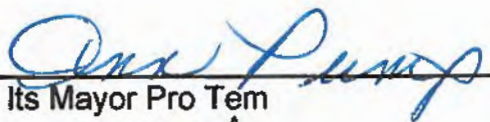
NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties hereto in consideration of the premises and in compliance with and pursuant to the provision, terms, and conditions of the State Statues pertaining thereto, the parties do hereby contract with between and among each other as follows:

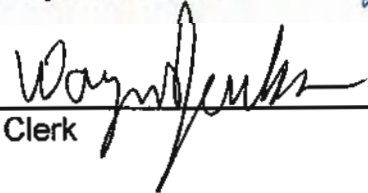
- (1) This Agreement will be binding on the parties hereto for the period commencing on the 1st day of July, 2004. This Agreement will then continue on a fiscal basis beginning October 1st of each year and ending on September 30th of the next year unless this Agreement is terminated under Paragraph 2 of this Agreement.
- (2) Any party hereto may cancel and terminate its right and responsibilities under this Agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel the Agreement shall provide written notice to each of the other parties on or before July 1st of the last year in which this Agreement is in effect, otherwise, it shall remain in force on a yearly basis.
- (3) The County will furnish adequate personnel through funding from the County necessary to effectuate the services specified in this Agreement.
- (4) The County shall hire a certified Building Inspector, which said Inspector shall be an employee of the County. The City shall have no authority over, or any input into, employment issues surrounding the Inspector.
- (5) The method and manner in which the aforesaid functions are performed will be within the sole discretion of the County.

- (6) The Building Inspector shall and must be fully certified pursuant the Southern Building Code requirements. The Inspector shall utilize the Southern Building Code (SBC) and all inspections and requirements will be made pursuant to such Code.
- (7) The Mayor of the City, or his/her appointed representative, will assume liaison responsibilities with the Building Inspector and County pertaining to the matters specified hereunder.
- (8) All permits shall be issued by the County and inspections shall be made by the County Inspector and the fees for such permits and inspections shall be the property of the County. The county shall make no claim upon the city for any fee or expense. Said revenues shall fund, in part, the Building Inspector's office.
- (9) No building permit shall be required for any improvements, the value of which does not exceed \$2,500.00.
- (10) No prior stipulation, Agreement or understanding, verbal or otherwise, of the parties or their agents or employees shall be valid or enforceable unless embodied in the provision of this Agreement.

IN WITNESS THEREOF, the parties have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the Board of Commissioners of Greene County, Georgia, and the City council of the City of Union Point on the day and year first above written.

THE CITY OF UNION POINT

By: 
Its Mayor Pro Tem

Attest: 
Clerk

GREENE COUNTY, GEORGIA

By: 
Chairman of Board of Commissioners

Attest: 



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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County: Greene County

Service: Development Authority

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Greene County

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	Sales Tax
Greensboro,	Sales Tax
Union Point	Sales Tax
Woodville	Sales Tax
Siloam & White Plains	Sales Tax

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The County hired a full-time Economic Development Director. The position is funded by all six local governments using the sales tax formula.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Master Service Delivery Agreement	Greene County, Union Point, Greensboro, Siloam, Woodville, White Plains	2004; renewable annually

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carron, AICP, Planning Director, NEGRDC
 Phone number: 706.369.5650 Date completed: 12.03.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, Greene County Manager 706.453.7716

Dec. 7. 2004 3:43PM

No. 7630 P 1

DE

**INTERGOVERNMENTAL AGREEMENT
FOR ECONOMIC DEVELOPMENT DIRECTOR**

This Intergovernmental Agreement made as of this 6th day of April, 2004, by and between Greene County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "County"), the City of Greensboro, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as "Greensboro"), the City of Union Point, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as "Union Point"), the City of White Plains, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as "White Plains"), the City of Siloam, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as "Siloam"), the City of Woodville, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as "Woodville"), and the Greene County Development Authority, (hereinafter referred to as "Authority")

WITNESSETH:

WHEREAS, the Authority was organized and exists for the purpose of developing industry within Greene County, Georgia; and

WHEREAS, the parties hereto do desire to establish a Director of Economic Development for the County and Cities herein for the purpose of attracting industrial development to the County and Cities; and

WHEREAS, the parties have agreed to pool funds to pay for the costs associated with such office and personnel; and

WHEREAS, the parties desire to share funding for such office and personnel in a manner consistent with the Greene County LOST funding distributions.

NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein, the parties do hereby agree as follows:

1. There shall exist within and under the auspices of the Greene County Development Authority an office known as the Director of Economic Development for Greene County, Georgia;
2. The Greene County Development Authority shall hire an individual to act as Director of said office and said individual shall be an employee of the Greene County Development Authority;
3. The parties do hereby agree that said employee shall be paid and group benefits shall be provided through the payroll department of the City of Greensboro. The City of Greensboro shall undertake to handle all administration associated with said payroll, payroll taxes and insurance;

4. The County, Greensboro, Union Point, Siloam, White Plains, and Woodville do hereby agree that they shall fund the position and its expenses based on a budget to be approved by each of the parties not to exceed \$100,000.00 per year. The County, Greensboro, Union Point, Siloam, White Plains, and Woodville shall fund said budget pursuant to their percentage participation in Greene County LOST funding, as the same may be agreed to between the parties from year to year. The parties hereto shall make payment of all amounts due hereunder to the Greene County Development Authority;
5. Each Party hereto shall make payment hereunder to the Authority on a monthly basis as of the 1st day of each month following the establishment and approval of a budget and hiring of a Director. The Authority shall make payment to Greensboro on a monthly basis as of the 1st day of each month following the establishment and approval of a budget and hiring of a Director of those amounts due to reimburse Greensboro for the amounts expended for salary and benefits for the Director.
6. Each of the parties hereto shall designate a representative to communicate with the Authority regarding said position and any issues relating thereto;
7. The Authority does hereby agree that it shall communicate through a report to the parties on at a monthly basis outlining the activities and progress of said office and its personnel;
8. The term of this agreement shall be one year from the date hereof. This agreement shall automatically renew from year to year. Any party hereto may terminate its obligations hereunder as of the date of expiration in any year. Said party shall give written notice to each of the other parties hereto of its intention not to renew said agreement at least 90 days prior to the expiration hereof.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their hands and seals the day and year first above written.

GREENE COUNTY, GEORGIA

BY: *[Signature]*

ATTEST: *[Signature]*

(Signatures continued next page)

CITY OF GREENSBORO

BY: [Signature]

ATTEST: [Signature]

CITY OF UNION POINT

BY: [Signature]

ATTEST: [Signature]

CITY OF WHITE PLAINS

BY: [Signature]

ATTEST: [Signature]

CITY OF SILOAM

BY: [Signature]

ATTEST: [Signature]

CITY OF WOODVILLE

BY: [Signature]

ATTEST: [Signature]

**GREENE COUNTY DEVELOPMENT
AUTHORITY**

BY: [Signature]

ATTEST: [Signature]

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

County provides service county-wide. Greensboro no longer pays dispatcher's salary.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Intergovernmental Agreement for the Provision of Emergency Dispatch Services	Greene County, Greensboro, Siloam, Union Point, White Plains, Woodville	Effective 10/1/99. Renewable annually.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP
 Phone number: 706.369.5650 Date completed: 12.7.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, County Manager, 706.453.7716

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES**

Between

**THE BOARD OF COMMISSIONERS OF GREENE COUNTY, GEORGIA,
THE CITY COUNCIL OF GREENSBORO, GEORGIA,
THE TOWN COUNCIL OF SILOAM, GEORGIA,
THE CITY COUNCIL OF UNION POINT,
THE CITY COUNCIL OF WHITE PLAINS, GEORGIA,
and
THE CITY COUNCIL OF WOODVILLE, GEORGIA**

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 1 and 3 authorizes counties to set policies for the provision of emergency rescue services and police and fire services within their boundaries; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorize counties and cities in Georgia to enter into intergovernmental agreements for the purposes of providing joint services; and

WHEREAS, the parties hereto are willing to enter into this intergovernmental Agreement for the provision of 911 Emergency Service calling, law enforcement and fire dispatch services, and law enforcement information services pursuant to the terms of this Agreement and are willing to pay for the expenses associated with providing said services to the residential citizens of the City of Greensboro, the Town of Siloam, the City of Union Point, the City of White Plains, and the City of Woodville (hereinafter the "Cities").

THEREFORE, Greene County and the Cities hereby agree that the expenses associated with said communication services will be paid for by Greene County pursuant to the Contracts to the extent and under the terms of this Agreement as follows:

1. Greene County will pay all fees and invoices for all emergency, law enforcement and fire communication services pursuant to the contractors for the provision therefore and the Cities shall pay to Greene County as reimbursement for said amount as follows:
 - a). For the fiscal year 1998-1999 beginning October 1st, 1998, Greensboro shall continue to make payments as contemplated by past agreements, that is the payment of one dispatcher's salary in the amount of \$15,000.
 - b). Beginning October 1st, 1999, Greensboro shall make no payment for a dispatcher's salary.

2. This Agreement shall run from year to year beginning October 1st and ending on September 30th, but shall automatically be renewed if it is not terminated for the following fiscal year by any party hereto. Such termination shall be accomplished by a party providing written notice to each of the other parties on or before July 1 of the last fiscal year in which this Agreement is in effect or upon written agreement among the parties.

3. This Agreement shall become effective upon authorization and execution by the governing bodies of the Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

[Signatures on following pages]

**GREENE COUNTY BOARD OF
COMMISSIONERS**

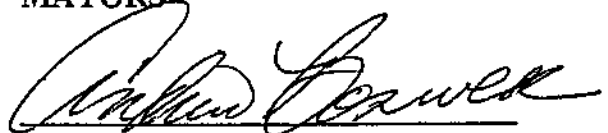
October 1, 1999

Date



Tim Bramlett, Chairman

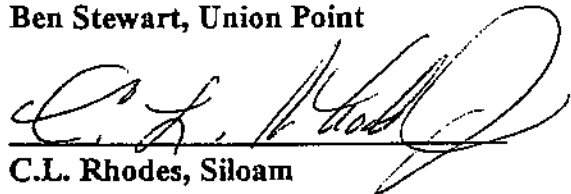
MAYORS



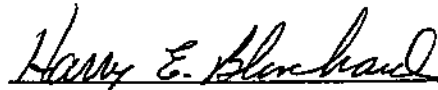
Andrew Boswell, Greensboro



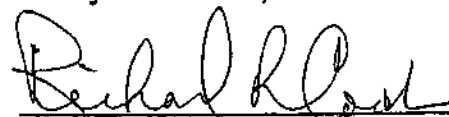
Ben Stewart, Union Point



C.L. Rhodes, Siloam



Harry Blanchard, White Plains



Richard Cook, Woodville



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

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County: Greene County

Service: Emergency Medical Services

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Greene County

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	General Fund and User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Greene County assumed responsibility for providing this service through a county department.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP, Planning Director, NEGRDC
 Phone number: 706.389.5650 Date completed: 12.03.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, Greene County Manager 706.453.7716

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	General Fund, Fundraising
Greensboro	County, Fundraising
Siloam	County, Fundraising
Union Point	County, Fundraising
White Plains, Woodville	County, Fundraising

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in arrangement; however, attached map better delineates the secondary service areas for municipal fire departments.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Intergovernmental Agreement for the Provision of Fire Protection in the Unincorporated Areas of Greene Co.	Greene County, Greensboro, Siloam Union Point, White Plains, Woodville	10.1.99; renewable annually

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP
 Phone number: 706.369.5650 Date completed: 12.16.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
Byron Lombard, County Manager, 706.453.7716

**INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF FIRE PROTECTION IN
THE UNINCORPORATED AREAS OF GREENE COUNTY
[Six Originals]**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of October, 1999, by and among the **BOARD OF COMMISSIONERS OF GREENE COUNTY, GEORGIA** (hereinafter the "County"), the **CITY OF GREENSBORO, GEORGIA**, the **CITY OF UNION POINT, GEORGIA**, the **TOWN OF SILOAM, GEORGIA**, the **CITY OF WOODVILLE, GEORGIA**, and the **CITY OF WHITE PLAINS, GEORGIA** (hereinafter collectively referenced as the "Municipalities").

W I T N E S S E T H:

WHEREAS, the Georgia Constitution authorizes cities and counties to set policies for provision of fire services to its citizens;

WHEREAS, the Georgia Constitution authorizes counties and cities in Georgia to enter into intergovernmental agreements for the purpose of providing joint services;

WHEREAS, O.C.G.A. Section 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan;

WHEREAS, the parties hereto are willing to enter into this Agreement for the provision of fire protection services by the Municipalities to the citizens of the unincorporated areas of the County pursuant to the terms of this Agreement, and the County is willing to pay for the expenses associated with the provision of such services to the citizens of the unincorporated areas of Greene County, Georgia (hereinafter "Greene County"); and

WHEREAS, the parties wish to provide for territories which shall be covered by the respective fire departments of the Municipalities.


NOW THEREFORE, the parties hereto agree as follows:

1. The parties hereto agree that the Municipality shall provide primary fire protection services for the unincorporated area of Greene County within the territory as set out in Exhibit, "A" attached hereto and incorporated herein by reference.
2. The parties hereto agree that the Municipality shall provide secondary/back up fire protection services for all incorporated areas of Greene County.
3. Greene County shall pay the Municipality for said fire protection services such amounts and at such times as are set out on Exhibit "B" hereto and incorporated herein by reference.
4. This Agreement shall run from year to year on a fiscal year beginning October 1st, but with a mechanism for distribution of funds by July 1st, at which time this agreement shall be modified. Following this modification the agreement shall automatically be renewed if it is not terminated for the following year by any party hereto. Such termination shall be accomplished by a party providing written notice to each of the other parties on or before July 1st of the last fiscal year in which this Agreement is in effect or upon written agreement among the parties.
5. This Agreement shall become effective upon authorization and execution by the governing bodies of the Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

[Signatures on following pages]

~~EXHIBIT "B"~~



Terms for Payment by the County

Greene County

Fiscal Year 1999/2000
Fire Department funding

Greensboro - \$30,000

Greshamville - \$22,194

Union Point - \$24,000

Liberty - \$22,194

Siloam - \$22,194

Old Salem - \$22,194

White Plains - \$22,194

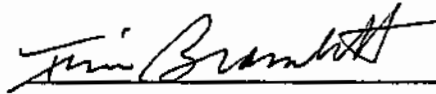
Walker Church - \$22,194

Woodville - \$22,194

**GREENE COUNTY BOARD OF
COMMISSIONERS**

October 1, 1999

Date

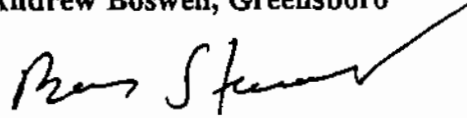


Tim Bramlett, Chairman

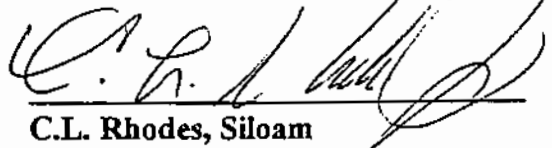
MAYORS



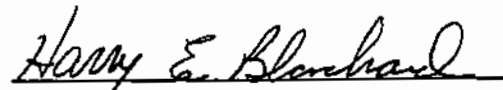
Andrew Boswell, Greensboro



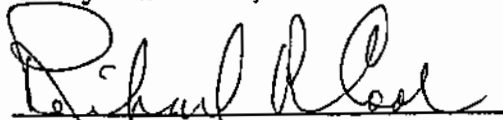
Ben Stewart, Union Point



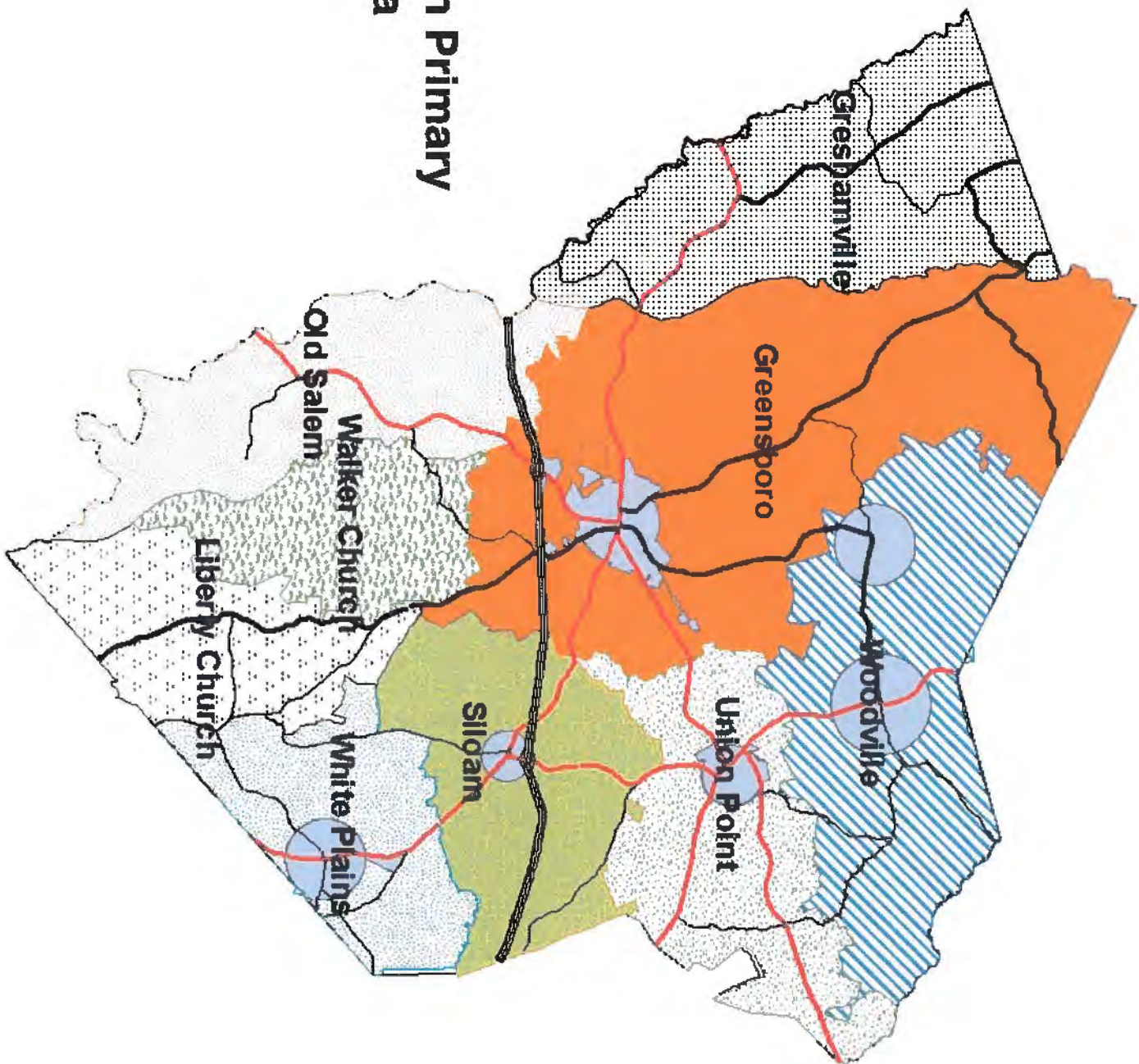
C.L. Rhodes, Siloam



Harry Blanchard, White Plains



Richard Cook, Woodville



Fire Protection Primary Coverage Area



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Greene County Service: Sewer Service

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
Greensboro, Union Point

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

Advised
3/9/05

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greensboro	Enterprise Funds, User Fees
Union Point	Enterprise Funds, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery area is unchanged but is part of the negotiation between Greene County and Greensboro (see Intergovernmental Agreement dated March 30, 2004 attached to the Water Service Delivery Strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Intergovernmental Agreement	Greene County, Greensboro,	Effective 11.30.04; Ending 03.09.05
Regarding the Service Delivery Strategy	Union Point	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Cannon, AICP
 Phone number: 706.369.5660 Date completed: 12.07.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
Byron Lombard, County Manager, 706.453.7718



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Greene Service: Water Service

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: Greensboro, Siloam, Union Point, White Plains, Woodville)

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

REVISED
3/9/05

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:

Funding Method:

Greensboro	Enterprise Funds, User Fees
Siloam	Enterprise Funds, User Fees
Union Point	Enterprise Funds, User Fees
White Plains	Enterprise Funds, User Fees
Woodville	Enterprise Funds, User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Strategy to expire March 9, 2005 for Greensboro.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Intergovernmental Agreement Regarding	Greene County, Greensboro, Union Point	Effective 11.30.04; Ending 03.09.05
The Service Delivery Strategy		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP
 Phone number: 706.389.5650 Date completed: 12.06.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, County Manager, 706.453.7716; Larry Postell, Greensboro Manager, 706.453.7967; Wayne Jackson, Union Point Clerk, 706.486.4102

**INTERGOVERNMENTAL AGREEMENT REGARDING THE SERVICE
DELIVERY STRATEGY**

This Intergovernmental Agreement made as of this 30th day of November, 2004 by and between **Greene County, Georgia**, a political subdivision of the State of Georgia, (hereinafter referred to as "County"), **The City of Greensboro, Georgia**, a municipal corporation of the State of Georgia, (hereinafter referred to as "Greensboro"), and **The City of Union Point**, a municipal corporation of the State of Georgia, (hereinafter referred to as "Union Point").

WITNESSETH:

WHEREAS, each party is authorized pursuant to its Charter and the Constitution of the State of Georgia to enter into intergovernmental agreements with other government entities; and

WHEREAS, the parties are required to enter into a comprehensive plan which sets out service delivery strategies and areas for each service offered by said governments; and

WHEREAS, the parties agree that the parties have not yet completed the service delivery map with respect to water and sewer services provided the City of Greensboro to residents of the County; and

WHEREAS, the Georgia Department of Community Affairs (DCA) has revoked the Qualified Local Government (QLG) Status of the County and the Cities within Greene County for failure to timely comply with the Service Delivery Strategy Act; and

WHEREAS, the parties desire to work together to reinstate the QLG and to finalize issues regarding water and sewer services provided by the Cities to unincorporated areas of the County.

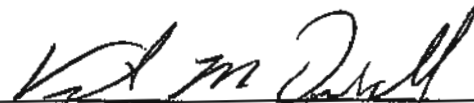
NOW THEREFORE, in consideration of the mutual covenants, agreements and undertakings herein, the parties do hereby agree as follows:

1. The parties shall execute such Service Delivery Strategy documentation or certifications as is necessary to allow Northeast Georgia Regional Development Commission (NEGRDC) to finalize the Comprehensive Plan and the Service Delivery Strategy Plan;
2. The Service Delivery Strategy Plan shall show all changes to the existing Service Delivery Strategy with the exception of the water and sewer services provided by the Cities to the unincorporated areas of the County;
3. There shall be an expiration to the Plan regarding the water and sewer services provided by the Cities to the unincorporated areas of the County on the ninetieth day following execution of the Plan;
4. The parties shall meet at 10:00 AM on Friday, December 10, 2004 at a mutually agreeable location to discuss a mutually acceptable resolution to the water and sewer services component of the Service Delivery Strategy; if a resolution is not reached by December 23, 2004, all parties agree to immediately submit the dispute to binding arbitration with an arbitrator to be selected by the NEGRDC;

- 5. Each party hereto shall take all steps necessary to work with NEGRDC and DCA to regain its QLG.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

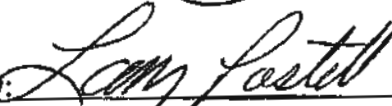
GREENE COUNTY, GEORGIA

By: 
 Vincent M. Duvall
 Its: Chairman of the Board of Commissioners

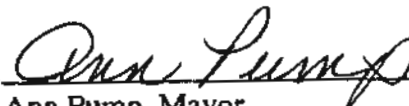
Attested by: 
 Byron Lombard
 Its: County Manager

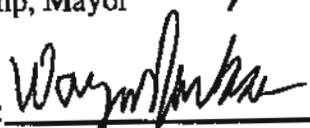
CITY OF GREENSBORO

By: 
 Glenn Wright, Mayor

Attested By: 
 Larry Postell
 Its: City Manager/Clerk

CITY OF UNION POINT

By: 
 Ann Pump, Mayor

Attested By: 
 Wayne Jackson
 Its: City Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Greene County

Service: Roads/Bridge Maintenance

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

Greene County, Greenboro, Siloam, Union Point, White Plains, Woodville

Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County and Union Point	General Fund, SPLOST
Greensboro	General Fund
Siloam, Union Point, White Plains, Woodville	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

As municipalities annex the county removes portions of roads now within the municipality and these sections become the responsibility of the individual city.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP, Planning Director, NEGRDC
 Phone number: 706.369.5650 Date completed: 12.03.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Byron Lombard, Greene County Manager 706.453.7716



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: Greene County

Service: Transportation Services

1. Check the box that best describes the agreed upon delivery arrangement for this service:

Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Greene County

Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): _____

One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service): _____

One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): _____

Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): _____

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
Greene County	Enterprise Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Greene County contracts with a third-party, currently Advantage Behavioral Services, to provide the service.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

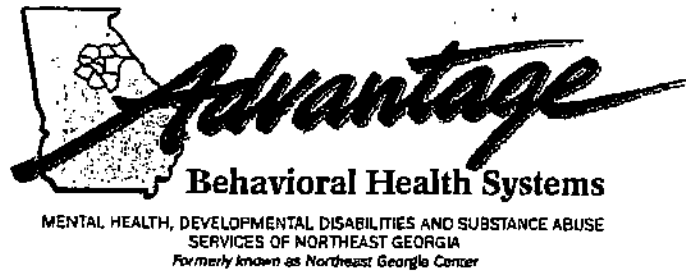
<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
Contract	Greene County & Advantage Behavioral Services	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: Lee A. Carmon, AICP
 Phone number: 706.389.5650 Date completed: 12.7.04

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
Byron Lombard, County Manager, 706.453.7716

**MEMORANDUM**

TO: Byron Lombard
Greene County Manager

FROM: Andrew Neighbors

RE: FY05 – TPO Agreement

DATE: September 16, 2004

Byron, I have attached the original executed copy of the FY05 Third Party Operator Agreement. This document must be signed by the appropriate Greene County Officials and should accompany the FY05 5311 application. Please send me a copy of the agreement after it has been signed.

Patrick and I are regret missing you last week, and hopefully we can schedule an appointment the middle of next week. Please let me know if you need anything else.

AEN
227-5300 Ext 5

Enclosure

CC: Larry Gabriel
L. Patrick Norton w/copy
Sherry Gibson w/copy

THIRD PARTY OPERATOR AGREEMENT
FOR OPERATION OF THE GREENE COUNTY TRANSIT SYSTEM
Between The Board of Commissioners of Greene County and
Advantage Behavioral Health Systems

PREAMBLE

This agreement is effective the first day of January, 2005, by and between the Board of Commissioners of Greene, County, hereinafter referred to as "COUNTY" and Advantage Behavioral Health Systems, hereinafter referred to as the Third Party Operator or "TPO",

WHEREAS, Greene County desires to outsource the operation and the management of the Greene County Transit System,

WHEREAS, Advantage Behavioral Health Systems desires to transport citizens currently being transported by The Greene County Transit System,

WHEREAS, because of mutual benefits and interest in providing public transportation to the citizens of Greene County,

WHEREAS, The COUNTY, as the governing body, is authorized under the Official Code of Georgia Annotated Title 32 to provide directly or through agreement with other parties, public transportation services,

WHEREAS, TPO presents itself as a ready, willing and able provider duly authorized and appropriately qualified to enter into a service agreement with the COUNTY for the purpose of operating public transportation services,

WHEREAS, the COUNTY and TPO agree to the terms listed in the following Articles,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - SCOPE OF WORK – OBLIGATIONS OF THE PARTIES

The COUNTY has engaged the TPO to operate the Section 5311 Transit System on behalf of the COUNTY. The COUNTY intends to provide the TPO with all necessary information and instruction to ensure that the Transit System is operated in accordance with "Georgia State Management Plan and Administrative Guide for Rural Public Transportation Programs". Nothing in this agreement absolves or diminishes the contractual relationship between the COUNTY and the State of Georgia Department of Transportation hereinafter referred to as "GDOT".

The COUNTY will provide the TPO with the following:

1. Copies of all existing Greene County policies, procedures, rules, regulations, and all other documents or information regarding the Greene County transit system.
2. Five (5) vehicles in good working condition, with all shop, maintenance, repair, and service information about each vehicle.

3. Provide vehicle insurance as prescribed by the GDOT in the 5311 Administrative Guide.
4. Provide assistance in obtaining purchase of service contracts, marketing, or other business development activities as needed.
5. Non-interference in the operations of the Greene County Transit System to include scheduling and routing of vehicles, or supervision and management of employees.
6. Gasoline, oil and any other parts or supplies made available at the county garage. All purchases shall be without sale or use taxes.

The TPO will provide the COUNTY with the following:

1. All administrative services for the operation of the Section 5311 Rural Public Transportation System of Greene County in accordance with the policies and guidelines set by the COUNTY and GDOT.
2. Select, train, supervise, and manage the staff selected to operate the Greene County Transit System. All employees hired for the Greene County Transit System shall be employees of the TPO and not the county.
3. All required staff training including safety, customer service, vehicle inspections, CPR and 1st Aid, defensive driving, passenger assistance and drug and alcohol.
4. All required testing including alcohol and drug, driver skills, safety for safety sensitive employees.
5. Supervision and management of the Greene County Transit System to include staffing, routing, establishing fares, upkeep, and maintenance of vehicles, setting schedules and all other activities associated with the daily operations of the system.
6. Obtain an Audit performed by an independent auditor in compliance with State and Federal regulations, and make the audit available to county officials as needed.
7. Supervise the overall upkeep of the transit vehicles, which includes preventive maintenance, cleaning, repair, and component replacement as necessary. Vehicle supplies such as fire extinguishers, seat belt cutters, etc., will be maintained in good operating condition and replaced as necessary. Vehicle maintenance and repairs shall be done at the COUNTY shop whenever possible or at a private shop if the COUNTY shop is not available or is unable to perform the necessary work.
8. Indemnify the county to the limit permitted by Georgia law for all claims of liability of any third party resulting out of the TPO's operation of the Greene County Transit System, except where such liability arises out of any negligence of Greene County.
9. Implement service expansion and improvements as needed.
10. Permit GDOT or any other authorized representative of the county to inspect the records of the TPO as they relate to the operation of the Greene County Transit.

ARTICLE II - TRANSPORTATION/ADMINISTRATIVE SERVICES PROVIDED

The Services provided by the TPO under this Agreement shall conform to the following requirements:

1. Public transportation shall be available to the citizens of Greene County from 8:00AM to 5:00 PM, Monday through Friday, holidays excepted.
2. Contract transportation, POS and Charter, shall be provided by the TPO and will comply with all appropriate GDOT and Federal regulations. The TPO will develop the POS agreements for the signature of the contracting entity and the County Commissioner(s).
3. Office hours for trip reservations and scheduling will be Monday through Friday, from 8 am to 5 p.m. except for holidays. Public riders will be accommodated during these same hours. Vehicles may be required to operate outside of these hours in accordance with contracts for service.
4. All trips, individual requests or contract, will be scheduled at least 24 hours in advance. All such trips will be performed and the trip sheet documented to include the pick up and delivery site and the fee collected if any.
5. All GDOT reports, programmatic and financial will be completed on behalf of the COUNTY by the TPO.
6. Program implementation will be in accordance with the Georgia State Management Plan and the Administrative Guide for Rural Public Transportation Programs.

ARTICLE III - FLOW OF INFORMATION

COUNTY and TPO acknowledge a free flow of transportation relevant information between the parties is critical and necessary to both parties in order to fulfill all of the obligations, covenants, promises and warranties contained in this agreement.

The COUNTY will provide the following Programmatic/Administrative Information to the TPO:

1. A letter to the GDOT District Office authorizing the TPO to discuss the Section 5311 program on behalf of the COUNTY.
2. A copy of the Section 5311 budget as approved by GDOT.
3. Copies of relevant correspondence from GDOT.
4. Any and all information as requested relevant to the operation of the Transit System.
5. Proof of insurance on each 5311 vehicle to be used in the Greene County Transit Program.
6. Provide assistance to the TPO as needed and requested.

The TPO will provide the following information to the COUNTY as needed or requested:

1. Copies of all complaints received on the operation of the Transit and answers/corrective actions for those complaints.
2. Copies of Monthly Statistical reports for each vehicle.
3. Copies of The Driver's licenses of TPO's drivers.
4. Any information required by the COUNTY's insurance companies, bonding agents or other vendors in their official capacities.
5. All reports prepared for GDOT, DHR, FTA, or other regulatory authority.
6. Copies of monthly statistically reports for each transit vehicle.
7. Copies of any fully executed Purchase of Service agreements.
8. Copies of monthly invoices to contracting entities for trips performed.
9. Any other information requested relating to the operation of the Transit System.
10. Copy of the TPO'S approved Drug and Alcohol Policy.

Financial and Reimbursement Provisions

1. The COUNTY will sign and submit the request to GDOT Section 5311 Operating Assistance Reimbursement Form prepared by the TPO.
2. The COUNTY will execute a POS agreement for the appropriate number of trips the TPO provides to the Senior Center.
3. The COUNTY and TPO agree to cooperate fully with each other in obtaining all financial assistance available for the benefit of the Transit System.
4. County and TPO shall review the financial aspects of the transit system no sooner than 90 days nor more than 180 days after start date. Any TPO request for additional funding from County for Transit Operations shall be made by TPO only after the review and analysis.
5. The TPO shall assume all financial responsibility for any operating deficits until the county is notified in writing of TPO's intention to no longer fund the operating deficits.

ARTICLE IV - PERFORMANCE EVALUATION

The COUNTY and the TPO acknowledge certain minimum vehicle usage and revenue collection criteria have been established by GDOT. TPO shall use its best efforts to maximize the utilization of vehicles in Greene and surrounding counties to achieve the required efficiency rating and to meet DOT utilization requirements for vehicle usage and revenue collection. The COUNTY shall cooperate in every way to assist TPO in their efforts. The following elements shall be used as a guide in determining the effectiveness of the Transit System Operation:

1. The service shall compliment other services and not duplicate other Transportation services.
2. Monthly ridership shall, on the average exceed 500 passenger trips per month per vehicle.
3. Vehicle utilization should exceed 120 hours per month per vehicle.
4. Vehicles should be available for service during the approved hours of service.
5. Contracted services shall recover all costs of the system (fully allocated costs).
6. Overall ridership should exceed 0.5 passengers per vehicle service mile.
7. 20% of the total revenue should be received from fare paying non-agency passengers.

ARTICLE V - COMPLIANCE WITH LAWS

The TPO shall comply with relevant Federal and State laws and regulations pertaining to FTA Section 5311 Program Funds. All applicable law and regulations are published in the Federal Register and incorporated into the Administrative Guide for Rural Public Transportation Programs.

ARTICLE VI - TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

This agreement shall coincide with the beginning and ending time period of the agreement for Public Transportation Financial Assistance between the COUNTY and GDOT. In the event either party to this agreement has been notified by the other party in writing, that a default has occurred, the defaulting party has 30 days to take the necessary steps to cure the default. In the event the default has not been cured within the specified time, this contract shall be terminated at the end of the 30 day cure period. The COUNTY or TPO reserves the right to terminate this agreement at any time with or without cause upon sixty (60) day written notice to the other party, notwithstanding any just claims by the TPO.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

GREENE COUNTY COMMISSION

By: [Signature]
Chairman

Attest: [Signature]
County Clerk

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: [Signature]
Executive Director

Attest: [Signature]
Witness

EXHIBIT J
SECTION 5311 OPERATING ASSISTANCE
CY 2003 REIMBURSEMENT FORM

DEC 28 2004

City/County Greene

Request Number FINAL

Contract Number MTG00 0114 00057

Period From December 1, 2003

To December 31, 2003

ADMINISTRATIVE BUDGET (OVERPAGES)	BUDGET	THIS PERIOD	YEAR-TO-DATE	BALANCE
1 Director Salary	\$ 2,500	\$ -	\$ 2,500	\$ -
2 Supervisor Salary	\$ 7,500	\$ -	\$ 7,500	\$ -
3 Bookkeeper Salary	\$ 3,000	\$ -	\$ 3,000	\$ -
4 Secretary Salary	\$ 9,000	\$ -	\$ 9,000	\$ -
5 Training Expenses	\$ 1,000	\$ -	\$ 1,000	\$ -
6 Marketing Expenses	\$ 1,000	\$ -	\$ 998	\$ (2)
7 Telephone Expenses	\$ 1,156	\$ 806	\$ 1,156	\$ -
8 Office Supplies	\$ 894	\$ 394	\$ 894	\$ -
9 Rental Expenses	\$ -	\$ -	\$ -	\$ -
10 Computer Software	\$ -	\$ -	\$ -	\$ -
11 Audits	\$ 600	\$ -	\$ 600	\$ -
12 Other XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
OPERATING BUDGET				
13 Driver Salary	\$ 97,000	\$ -	\$ 97,000	\$ -
14 Dispatcher Salary	\$ 12,000	\$ -	\$ 12,000	\$ -
15 Mechanic Salary	\$ 2,500	\$ -	\$ 2,500	\$ -
16 Fuel Expenses	\$ 19,000	\$ -	\$ 19,000	\$ -
17 Oil Expenses	\$ 500	\$ -	\$ 500	\$ -
18 Tire Expenses	\$ 2,000	\$ -	\$ 2,000	\$ -
19 Part Expenses	\$ -	\$ -	\$ -	\$ -
20 Maintenance and Repair	\$ 3,500	\$ -	\$ 3,500	\$ -
21 Insurance Expenses	\$ 8,000	\$ -	\$ 8,000	\$ -
22 Drug/Alcohol Testing	\$ 1,000	\$ -	\$ 750	\$ (250)
23 License Expenses	\$ -	\$ -	\$ -	\$ -
24 Uniform Expenses	\$ 1,500	\$ -	\$ 1,500	\$ -
25 Other XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
26 Other XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
27 Total Expenses (sum of lines 1 thru 26)	\$ 173,650	\$ 1,200	\$ 173,398	\$ (252)
BUDGET SUMMARY				
(A) TOTAL EXPENSES (Line 27)	\$ 173,650	\$ 1,200	\$ 173,398	\$ (252)
(B) Less: Purchase of Service Revenue (see Purchase of Service note)	\$ 75,000	\$ -	\$ -	\$ -
(C) Net Expenses (Line A - B)	\$ 98,650	\$ 1,200	\$ 173,398	\$ (252)
(D) Target Farebox Revenue (20% of line C - This Period)	XXXXXXXXXXXX	\$ 240	\$ 34,680	XXXXXXXXXXXX
(E) Actual Farebox Revenue Collected	XXXXXXXXXXXX	\$ -	\$ 9,971	XXXXXXXXXXXX
(F) Prior YTD Farebox Revenue (L. line G from prior invoice)	XXXXXXXXXXXX	XXXXXXXXXXXX	\$ 9,971	XXXXXXXXXXXX
(G) Less farebox revenues *	\$ 19,730	\$ -	\$ 9,971	\$ -
(H) Net Operating Deficit (Lines C - G)	\$ 78,920	\$ 1,200	\$ 24,709	\$ -
(I) Total Section 5311 (50% of Line H)	\$ 39,460	\$ 600	\$ 12,354	\$ -
(J) Purchase of Service Local Funds (see note)	\$ -	\$ -	\$ -	\$ -
(K) Total Local Match (Lines H - I)	\$ 39,460	\$ 600	\$ 12,354	\$ (27,106)
(L) Excess P.O.S. Income Above Local Match**	\$ -	\$ -	\$ -	\$ -

SUMMARY OF FUNDS REQUESTED	BUDGET	YEAR-TO-DATE	BALANCE
(M) NET SECTION 5311 TOTAL (Line I minus L)	\$ 39,460	\$ 12,354	\$ (27,106)
(N) LESS PREVIOUS YEAR-TO-DATE PAYMENTS (Line M prior invoice)	XXXXXXXXXXXX	\$ 12,012	XXXXXXXXXXXX
(O) REIMBURSEMENT REQUESTED THIS PERIOD (Line M minus N)	XXXXXXXXXXXX	\$ 342	XXXXXXXXXXXX
REQUESTED BY _____	REVIEWED BY _____	TERRITORY _____	DDOT OFFICE _____
AUTHORIZED SIGNATURE (City/County)	DOT DISTRICT REPRESENTATIVE		

* Greater YTD Line O or E - F

** Lines J minus K or zero if K is larger

Purchase of Service note: If application budget treats Purchase of Service income as revenues, enter actual receipts on line J, skip lines K and L. If application budget treats Purchase of Service income as local match, enter actual receipts on line J and proceed with the entries on lines K & L.

EXHIBIT 3

SECTION 5311

Purchase of Service (POS) Computation Worksheet**Formula for computing Fully Allocated Cost per One-Way Passenger Trip (OWPT):**

Expense Total / Estimated System Total OWPTs for Application Period = Average Cost per OWPT

A: Expense Total (*sum of Administrative & Operating expenses of Exhibit 2*): \$231,203.00

B: Estimated System Total OWPTs for the Application Period: 36,000

C: Fully Allocated Cost per OWPT (*line A divided by line B*): \$6.42

Fully Allocated Cost (FAC) Information**Proposed POS Contracts for the Application Period:**

	Meets			
	<u>Name of Agency</u>	<u>Estimated OWPTs</u>	<u>Projected Revenue</u>	<u>FAC</u>
1.	Department of Human Resources	15,000	\$75,000.00	\$5.00
2.				
3.				
4.				
5.				

Total Projected Revenue from POS
(POS revenue must meet the fully allocated cost per One-Way Passenger Trip)

\$75,000.00

THIRD PARTY OPERATOR AGREEMENT
FOR OPERATION OF THE GREENE COUNTY TRANSIT SYSTEM
Between The Board of Commissioners of Greene County and
Advantage Behavioral Health Systems

PREAMBLE

This agreement is effective the first day of January, 2005, by and between the Board of Commissioners of Greene, County, hereinafter referred to as "COUNTY" and Advantage Behavioral Health Systems, hereinafter referred to as the Third Party Operator or "TPO",

WHEREAS, Greene County desires to outsource the operation and the management of the Greene County Transit System,

WHEREAS, Advantage Behavioral Health Systems desires to transport citizens currently being transported by The Greene County Transit System,

WHEREAS, because of mutual benefits and interest in providing public transportation to the citizens of Greene County,

WHEREAS, The COUNTY, as the governing body, is authorized under the Official Code of Georgia Annotated Title 32 to provide directly or through agreement with other parties, public transportation services,

WHEREAS, TPO presents itself as a ready, willing and able provider duly authorized and appropriately qualified to enter into a service agreement with the COUNTY for the purpose of operating public transportation services,

WHEREAS, the COUNTY and TPO agree to the terms listed in the following Articles,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I - SCOPE OF WORK -- OBLIGATIONS OF THE PARTIES

The COUNTY has engaged the TPO to operate the Section 5311 Transit System on behalf of the COUNTY. The COUNTY intends to provide the TPO with all necessary information and instruction to ensure that the Transit System is operated in accordance with "Georgia State Management Plan and Administrative Guide for Rural Public Transportation Programs". Nothing in this agreement absolves or diminishes the contractual relationship between the COUNTY and the State of Georgia Department of Transportation hereinafter referred to as "GDOT".

The COUNTY will provide the TPO with the following:

1. Copies of all existing Greene County policies, procedures, rules, regulations, and all other documents or information regarding the Greene County transit system.
2. Five (5) vehicles in good working condition, with all shop, maintenance, repair, and service information about each vehicle.

3. Provide vehicle insurance as prescribed by the GDOT in the 5311 Administrative Guide.
4. Provide assistance in obtaining purchase of service contracts, marketing, or other business development activities as needed.
5. Non-interference in the operations of the Greene County Transit System to include scheduling and routing of vehicles, or supervision and management of employees.
6. Gasoline, oil and any other parts or supplies made available at the county garage. All purchases shall be without sale or use taxes.

The TPO will provide the COUNTY with the following:

1. All administrative services for the operation of the Section 5311 Rural Public Transportation System of Greene County in accordance with the policies and guidelines set by the COUNTY and GDOT.
2. Select, train, supervise, and manage the staff selected to operate the Greene County Transit System. All employees hired for the Greene County Transit System shall be employees of the TPO and not the county.
3. All required staff training including safety, customer service, vehicle inspections, CPR and 1st Aid, defensive driving, passenger assistance and drug and alcohol.
4. All required testing including alcohol and drug, driver skills, safety for safety sensitive employees.
5. Supervision and management of the Greene County Transit System to include staffing, routing, establishing fares, upkeep, and maintenance of vehicles, setting schedules and all other activities associated with the daily operations of the system.
6. Obtain an Audit performed by an independent auditor in compliance with State and Federal regulations, and make the audit available to county officials as needed.
7. Supervise the overall upkeep of the transit vehicles, which includes preventive maintenance, cleaning, repair, and component replacement as necessary. Vehicle supplies such as fire extinguishers, seat belt cutters, etc., will be maintained in good operating condition and replaced as necessary. Vehicle maintenance and repairs shall be done at the COUNTY shop whenever possible or at a private shop if the COUNTY shop is not available or is unable to perform the necessary work.
8. Indemnify the county to the limit permitted by Georgia law for all claims of liability of any third party resulting out of the TPO's operation of the Greene County Transit System, except where such liability arises out of any negligence of Greene County.
9. Implement service expansion and improvements as needed.
10. Permit GDOT or any other authorized representative of the county to inspect the records of the TPO as they relate to the operation of the Greene County Transit.

ARTICLE II - TRANSPORTATION/ADMINISTRATIVE SERVICES PROVIDED

The Services provided by the TPO under this Agreement shall conform to the following requirements:

1. Public transportation shall be available to the citizens of Greene County from 8:00AM to 5:00 PM, Monday through Friday, holidays excepted.
2. Contract transportation, POS and Charter, shall be provided by the TPO and will comply with all appropriate GDOT and Federal regulations. The TPO will develop the POS agreements for the signature of the contracting entity and the County Commissioner(s).
3. Office hours for trip reservations and scheduling will be Monday through Friday, from 8 am to 5 p.m. except for holidays. Public riders will be accommodated during these same hours. Vehicles may be required to operate outside of these hours in accordance with contracts for service.
4. All trips, individual requests or contract, will be scheduled at least 24 hours in advance. All such trips will be performed and the trip sheet documented to include the pick up and delivery site and the fee collected if any.
5. All GDOT reports, programmatic and financial will be completed on behalf of the COUNTY by the TPO.
6. Program implementation will be in accordance with the Georgia State Management Plan and the Administrative Guide for Rural Public Transportation Programs.

ARTICLE III - FLOW OF INFORMATION

COUNTY and TPO acknowledge a free flow of transportation relevant information between the parties is critical and necessary to both parties in order to fulfill all of the obligations, covenants, promises and warranties contained in this agreement.

The COUNTY will provide the following Programmatic/Administrative Information to the TPO:

1. A letter to the GDOT District Office authorizing the TPO to discuss the Section 5311 program on behalf of the COUNTY.
2. A copy of the Section 5311 budget as approved by GDOT.
3. Copies of relevant correspondence from GDOT.
4. Any and all information as requested relevant to the operation of the Transit System.
5. Proof of insurance on each 5311 vehicle to be used in the Greene County Transit Program.
6. Provide assistance to the TPO as needed and requested.

The TPO will provide the following information to the COUNTY as needed or requested:

1. Copies of all complaints received on the operation of the Transit and answers/corrective actions for those complaints.
2. Copies of Monthly Statistical reports for each vehicle.
3. Copies of The Driver's licenses of TPO's drivers.
4. Any information required by the COUNTY's insurance companies, bonding agents or other vendors in their official capacities.
5. All reports prepared for GDOT, DHR, FTA, or other regulatory authority.
6. Copies of monthly statistically reports for each transit vehicle.
7. Copies of any fully executed Purchase of Service agreements.
8. Copies of monthly invoices to contracting entities for trips performed.
9. Any other information requested relating to the operation of the Transit System.
10. Copy of the TPO'S approved Drug and Alcohol Policy.

Financial and Reimbursement Provisions

1. The COUNTY will sign and submit the request to GDOT Section 5311 Operating Assistance Reimbursement Form prepared by the TPO.
2. The COUNTY will execute a POS agreement for the appropriate number of trips the TPO provides to the Senior Center.
3. The COUNTY and TPO agree to cooperate fully with each other in obtaining all financial assistance available for the benefit of the Transit System.
4. County and TPO shall review the financial aspects of the transit system no sooner than 90 days nor more than 180 days after start date. Any TPO request for additional funding from County for Transit Operations shall be made by TPO only after the review and analysis.
5. The TPO shall assume all financial responsibility for any operating deficits until the county is notified in writing of TPO's intention to no longer fund the operating deficits.

ARTICLE IV - PERFORMANCE EVALUATION

The COUNTY and the TPO acknowledge certain minimum vehicle usage and revenue collection criteria have been established by GDOT. TPO shall use its best efforts to maximize the utilization of vehicles in Greene and surrounding counties to achieve the required efficiency rating and to meet DOT utilization requirements for vehicle usage and revenue collection. The COUNTY shall cooperate in every way to assist TPO in their efforts. The following elements shall be used as a guide in determining the effectiveness of the Transit System Operation:

1. The service shall compliment other services and not duplicate other Transportation services.
2. Monthly ridership shall, on the average exceed 500 passenger trips per month per vehicle.
3. Vehicle utilization should exceed 120 hours per month per vehicle.
4. Vehicles should be available for service during the approved hours of service.
5. Contracted services shall recover all costs of the system (fully allocated costs).
6. Overall ridership should exceed 0.5 passengers per vehicle service mile.
7. 20% of the total revenue should be received from fare paying non-agency passengers.

ARTICLE V - COMPLIANCE WITH LAWS

The TPO shall comply with relevant Federal and State laws and regulations pertaining to FTA Section 5311 Program Funds. All applicable law and regulations are published in the Federal Register and incorporated into the Administrative Guide for Rural Public Transportation Programs.

ARTICLE VI - TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

This agreement shall coincide with the beginning and ending time period of the agreement for Public Transportation Financial Assistance between the COUNTY and GDOT. In the event either party to this agreement has been notified by the other party in writing, that a default has occurred, the defaulting party has 30 days to take the necessary steps to cure the default. In the event the default has not been cured within the specified time, this contract shall be terminated at the end of the 30 day cure period. The COUNTY or TPO reserves the right to terminate this agreement at any time with or without cause upon sixty (60) day written notice to the other party, notwithstanding any just claims by the TPO.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

GREENE COUNTY COMMISSION

By: _____
Chairman

Attest: _____
County Clerk

ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

BY: _____
Executive Director

Attest: _____
Witness

EXHIBIT 5
(Page 1 of 2)

FEDERAL FY 2004 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE*

(Alternative to Electronic Filing)

Name of Applicant: Greene County

The Applicant agrees to comply with applicable requirements of Categories 01 - 16. X

(The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following categories it has selected:

- 01. Certifications and Assurances Required of Each Applicant.
- 02. Lobbying Certification.
- 03. Certification Pertaining to Effects on Private Mass Transportation Companies.
- 04. Public Hearing Certification for a Project with Substantial Impacts.
- 05. Certification for the Purchase of Rolling Stock.
- 06. Bus Testing Certification.
- 07. Charter Service Agreement.
- 08. School Transportation Agreement.
- 09. Certification for Demand Responsive Service.
- 10. Prevention of Alcohol Misuse and Prohibited Drug Use Certification
- 11. Certification Required for Interest and other Financing Costs.
- 12. Intelligent Transportation Systems Program Assurance
- 13. Certifications and Assurances for the Urbanized Area Formula Program,
the Job Access and Reverse Commute Program, and the Clean Fuels Formula
Program.
- 8. Certifications and Assurances for the Elderly and Persons with Disabilities Program.
- 9. Certifications and Assurances for the Nonurbanized Area Formula Program.
- 10. Certifications and Assurances for the State Infrastructure Bank (SIB) Program.

(Both pages of this Signature Page must be appropriately completed and signed as indicated.)

*Federal Register/Vol. 69, No. 10 / Thursday, January 15, 2004 (See Appendix H of this document)

EXHIBIT 5
(Page 2 of 2)

FEDERAL FISCAL YEAR 2004 FTA CERTIFICATIONS AND ASSURANCES*

Required of all Applicants for FTA financial assistance and all FTA Grantees with an active capital or formula project

Name of Applicant: Greene County

Name and Relationship of Authorized Representative: Vincent Duvall, Commission Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2004.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2004.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies", 49 CFR part 31 apply to any certification, assurance, or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Urbanized Area Formula Program, 49 U.S.C. 5307, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature:  Date: 9/20/04

Name Vincent Duvall, Commission Chairman
Authorized Representative of Applicant

AFFIRMATION OF APPLICANTS ATTORNEY

For Greene County (Name of Applicant)

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Date: _____

Applicant's Attorney

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(b) assistance) and each FTA Grantee with an active capital or formula project must provide an Attorney's affirmation of the Applicant's legal capacity. The applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year..

* Federal Register/Vol. 69, No. 10/ Thursday, January 15, 2004

EXHIBIT 6

(Page 2 of 2)

· Please send completed form to: State Clearinghouse c/o Barbara Jackson, Office of Planning and Budget, Suite 8069, 270 Washington Street, S.W., Atlanta, Georgia 30334. (404) 656-2191, Fax#: (404) 656-7916.

* Send copy to the affected MPO (except Atlanta) if appropriate. Do Not Send to the Regional Development Center (RDC)

The original form should be sent to the State Clearinghouse, c/o Barbara Jackson, Office of Planning and Budget, Suite 8069, 270 Washington Street, S.W., Atlanta, Georgia 30334. If the project is to be located in a locale served by a Metropolitan Clearinghouse, a legible copy must be sent to the appropriate MPO for review and approval (except in Atlanta).

When completing the Intergovernmental Consultation Form, the applicant must be sure to include the following information:

1. Identification of the applicant.
2. Federal program title, number and agency under which assistance is sought as listed in the latest **Catalog of Federal Domestic Assistance**.
3. Geographic location of the proposed project by type accompanied by a map (physical development only).
4. Brief description of the proposed project by type, purpose, general size, or scale, estimated cost, beneficiaries or other characteristic details.

* Note: The State Clearinghouse will coordinate area wide clearinghouse responses with the respective Regional Development Centers including ARC. **DO NOT SEND TO RDC.**

EXHIBIT 7

(Page 1 of 2)

AUTHORIZING RESOLUTION

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT LAWS UNDER CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grant to non-urbanized areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon applicant, including the provision by it of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and under the United States Department of Transportation requirements thereunder, and

NOW THEREFORE, BE IT RESOLVED BY Greene County, hereinafter referred to as the "APPLICANT",

1. That the Commission Chairman or Sole Commissioner hereinafter referred to as the "Official" is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act."
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to furnish such additional information as the U.S. Department of Transportation or the Georgia Department of Transportation may require in connection with the application of the project.
5. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation in connection with the application for public transportation assistance.
6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1E, FTA Certifications and Assurances for Federal Assistance in FY 2004 as listed in Appendix H, and General Operating Guidelines as illustrated in Appendix C of the Georgia State Management Plan and Administrative Guide for Rural Public Transportation Programs.
7. That the Applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements.

EXHIBIT 6*

(Page 1 of 2)

Georgia Intergovernmental Consultation Process

Intergovernmental Coordination Form

Applicant: Greene County

Project Name: Greene County Commission

Applicant's Address: 113 North Main Street Greensboro, GA 30642

Name and Title of Contact Person: Cecilia J. Ashlev, Public Transportation Coordinator

Phone: 478-552-4634

Impacted City/Cities: _____

Impacted County/Counties: Greene County

Project Description (Nature, Purpose, Location):

The Section 5311 Program funds will be used to provide Rural Public Transit statewide. This application will provide funding for capital and/or operating expenses. It will, as well provide funding for the Intercity Bus Program, RTAP and State Administration of the Section 5311 program.

FUNDING

Federal Catalog Number: 20.509

Source	\$Amount
Basic Federal Grant	\$ _____
State Matching Grant	\$ _____
Local Matching Grant	\$ _____
Other Matching Grant	\$ _____
Total Cost	\$ _____

Federal Program Name: Section 5311

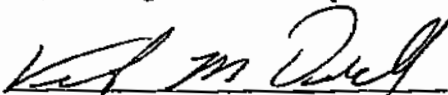
Federal Agency Name: Federal Transit Administration

Federal Agency's Address: Atlanta Federal Center, Suite 17T50
61 Forsyth St. S.W., Atlanta, GA 30303-3109

Name and Title of Contact Person: Tony Dittmeier,
Transportation Program Specialist

Telephone: (404)562-3512

Impacted Regional and Metropolitan Clearinghouse: _____


Signature of Authorizing Official

Commission Chairman
Title

9/21/04
Date

EXHIBIT 7

(Page 2 of 2)

APPROVED AND ADOPTED this 21st day of September, 2004.

Vincent M Duvall
Chairman of Commission or Sole Commissioner

Vincent Duvall, Commission Chairman
Type Name and Title

Signed, sealed and delivered this 21st day of September, 2004 in the presence of

[Signature]
Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting Certifying/Attesting Official of Greene County certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

SEPTEMBER 21ST, 2004.

Elna Hutchinson
Name of Certifying/Attesting Officer

COUNTY CLERK
Title of Certifying/Attesting Officer



EXHIBIT 8A

PRIVATE ENTERPRISE COORDINATION CERTIFICATION

List of private providers operating in the service area:

Date Notified: _____

Attach Notice and Affidavit from newspaper or letter sent to private providers.

Last Day to Respond: _____

Greene County will annually review existing service and any proposed service changes to determine the feasibility of private providers providing the public service. An annual review will be scheduled and a review format will be developed to carry out this task. Private providers will be notified and their interest in the service provision will be assessed. Private providers will be invited to attend and be a part of the annual review process. Additional Private Enterprise requirements are outlined in **Appendix D**.

Date: 9/21/04

Vincent Duvall
Signature of Authorized Officer

Vincent Duvall, Commission Chairman
Name and Title of Authorized Officer

AGREEMENT

This agreement is made and entered into this the 30th day of April, 2004 by and between the Greene County Board of Commissioners and Advantage Behavioral Health Systems

WHEREAS, Vehicle number 2072 has been declared surplus and is to be turned in to the Georgia Department of Transportation (GDOT) during FY2004,

WHEREAS, Advantage Behavioral Health Systems (ABHS), the Greene County Third Party Operator, desires to park the vehicle and turn it in as soon as possible,

WHEREAS, GDOT has agreed to lease a replacement vehicle to Greene County until a permanent replacement vehicle can be obtained,

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein made, the parties hereto agree as follows:

1. Greene County agrees to execute the lease for the replacement vehicle to be provided by GDOT.
2. Greene County agrees to notify its insurance carrier and add the vehicle to its existing policy.
3. Greene County agrees to provide the same fuel and maintenance services for the leased vehicle as it currently provides for Vehicle Number 2072.
4. ABHS agrees to utilize the leased vehicle for the same purposes detailed in the Third Party Operator Agreement between the parties,
5. ABHS agrees to promptly reimburse and promptly pay Greene County for all expenses incurred in connection with the lease agreement, to include lease payments and any services provided under paragraph 3 above.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written above.

GREENE COUNTY BOARD OF COMMISSIONERS

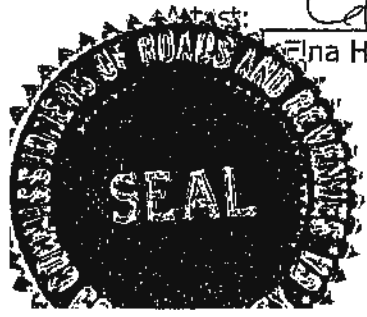
ADVANTAGE BEHAVIORAL HEALTH SYSTEMS

By: [Signature]
Byron Lombard, County Manager

By: [Signature]
Terry Telfeson, Executive Director

Attest: [Signature]
Elna Hutchinson, County Clerk

Attest: [Signature]
L. Patrick Norton, Supervisor



PART I – PROJECT DESCRIPTION

EXECUTIVE SUMMARY (Pgs 9, 10, 11)

COPY

- 1. APPLICANT: Greene County Georgia
THIRD PARTY OPERATOR (PROPOSED): Advantage Behavioral Health Systems
- 2. CONTACT PERSON: Greene County: Byron Lombard
- 3. ADDRESS, PHONE: Greene County Courthouse, Greensboro, GA, 30643 706-453-7716
- 4. NUMBER OF YEARS PROGRAM HAS BEEN OPERATING: 21 Years, Since 1983
- 5. PROGRAM OBJECTIVES: To provide reliable, efficient, and cost effective transportation services to the citizens of Greene County to facilitate their access to business, health, educational, or recreational activities in the local community.
- 6. MARKETS SERVED: Greene County citizens traveling within Greene County, and in the case of POS riders, those citizens outside of the county who do business with Greene County based providers.
- 7. COMMUNITY BENEFITS: The Greene County 5311 Systems provides citizens with a local transit system to access business, commercial and other activity centers to support local economic development.
- 8. NUMBER OF VEHICLES IN THE PROGRAM: 5
- 9. NUMBER THAT ARE LIFT EQUIPPED: 1
- 10. NUMBER OF MOBILE RADIOS AND OTHER COMMUNICATION EQUIPMENT: 6
- 11. DESCRIPTION OF CAPITAL ITEMS BEING REQUESTED: 2 Standard Vans – Turning in Vehicle # 2175 – 2001 Ford Mini Bus (124,483 Miles) and Vehicle # 2073 – 2000 Ford 15 Passenger Van (167,447 Miles)
- 12. DESCRIPTION OF PROPOSED MARKETING EFFORTS: Staff will contact all local, state, and federal agencies and large employers to secure POS agreements. Media advertising through newspapers, local radio, flyers, and other appropriate means to promote the services.

TOTAL BUDGET REQUESTED:

- 13. Operating: Federal \$ 62,481.00 Local: \$ 62,481.00
- 14. Capital: Federal \$ 44,800.00 State \$ 5,600.00 Local \$ 5,600.00
- 15. Grand Total: Federal \$ 107,281.00 State \$ 5,600.00 Local \$ 68,081.00
- 16. REVENUE TARGET FROM P.O.S.: \$ 75,000.00
- 17. FAREBOX REVENUE: \$ 31,241.00

PART I – THE ORGANIZATION (Page 12)

IDENTIFY THE LOCAL GOVERNMENT

The applicant is Greene County Georgia. The rural transportation objectives have been set by Vincent Duvall, Chairman of the Greene County Board of Commissioners with the assistance of the Greene County Professional Staff. The responsibility for setting the objectives is the County Commission, but the overall supervision of the program is the responsibility of Byron Lombard, The County Manager. Greene County will continue the existing Third Party Operator (TPO) Agreement with Advantage Behavioral Health Systems to operate the transportation program.

ONE YEAR (NEAR TERM) COUNTY OBJECTIVES

Greene County has established near term objectives focusing three (3) areas of primary importance to the citizens and the county government. These objectives are as follows:

Job Development – Greene County is striving to increase the number of jobs available to the citizens of Greene County by encouraging and embracing economic development activity, and enhancing those services, which complement job development.

Infrastructure Development – Greene County is working to insure the infrastructure is sufficient and appropriate to support the economic development activities. This infrastructure improvement process includes above and below ground elements.

Improvement of County Services – Greene County is also making an effort to improve the services being provided by the County Government. This effort not only focuses on the array of services, but also the quality of those services being provided.

TRANSIT SYSTEM MANAGEMENT TEAM

Greene County has selected Advantage Behavioral Health Systems (Advantage) to operate the system and serve as a third party operator. The management team for the transportation unit of Advantage is as follows:

Patrick Norton – Transportation Unit Manager. Mr. Norton has over 15 years experience in the consumer transportation industry. He currently manages the transportation activities in a 10 county area for Advantage, which provides trips for DHR, DFACS, DOT, and DOL clients. The Advantage Fleet consists of over 150 vehicles and provides approximately 100,000 trips per year. Mr. Norton supervises 12 employees, which consists of dispatch personnel, drivers, clerks and other transportation employees. He is responsible for all activities associated with the system to include human resources, maintenance, contract negotiation, and scheduling.

Larry Gabriel, CPA, is the Chief Financial Officer for Advantage and has the responsibility for maintaining the financial information for the transportation unit. Mr. Gabriel currently supervises the 20 employees in finance and administrative services area for Advantage, and manages the agencies \$25,000,000 annual budget.

Tanya Puckett and Harriann Ayers – Dispatchers. These dispatchers have over 10 years in scheduling, coordinating, and billing the delivery of transportation service to more than 500 clients in 10 counties. They currently manage approximately 100,000 trips per year. Both are thoroughly familiar with the policies and procedures governing public transportation, and they have written many of the current Advantage procedures. Both dispatchers assist Mr. Norton in the recruitment, training, and retention of the drivers and other staff.

ONE YEAR (NEAR TERM) TRANSPORTATION OBJECTIVES

The near term transportation objectives of Greene County are:

- (1) To put the transportation system on firm financial footing while maintaining an appropriate level of service to the citizens requiring transportation services.
- (2) Provide the appropriate and necessary transportation to service to all citizens of Greene County.
- (3) Make the Greene County ACT the transportation provider of choice for the citizens of Greene County.

ORGANIZATIONAL POSITION WITHIN THE GOVERNMENT

Since the Greene County Transit System is to be managed by Advantage Behavioral Health Systems as a Third Party Operator (TPO), the Greene County Manager, Byron Lombard will be the primary liaison with the system managers. The primary interaction between the units of county government and Advantage will be with the departments requiring transportation services. Mr. Lombard will meet regularly with the TPO as required to discuss the counties needs, and resolve any issues that needing resolving.

SUPERVISION OF THIRD PARTY OPERATOR (TPO)

The third party operator will be responsible for the overall management and operations of the entire transit system. The TPO Transportation Unit Manager meet report regularly with the county designee. The TPO shall have the following responsibilities:

1. Provide all administrative services in connection with the operation of the Section 5311 Rural Transportation System for Greene County in compliance with the guidelines and policies established by the County and Georgia DOT.
2. Select the staff selected to operate the Greene County Transit System. The staff shall be employees of the TPO and the TPO shall have the sole authority to hire, manage, discipline, supervise, or discharge staff being utilized to fulfill the TPO's obligation in the operation of the Greene County Transit System.
3. To provide the required training for all staff members including safety, customer service, drug and alcohol, CPR, defensive driving, passenger assistance and other training as required and needed.

4. Supervise the overall upkeep of the transit vehicles to include routine and preventive maintenance, cleaning, repairs, and inspections. This includes insuring the vehicles are equipped with the necessary safety devices and equipment.
5. To indemnify the county to the limit permitted by state law.
6. Permit inspections and reviews by any authorized county, state or GDOT officials.
7. Maintain all records required under Federal, GDOT, County or other state rules and regulations. Prepare all monthly reports required by appropriate supervisory and regulatory authorities to include financial, reimbursement, operational, or any other necessary reports.
8. Meet monthly, or more frequently if required, with the designated representatives of the county government. Attend all meetings of the county commission as requested.
9. Establish fares in compliance with the appropriate Federal and GDOT rules and regulations with guidance from county officials. The TPO shall be the final authority in determining the appropriate fares and charges. The trip price in all POS contracts shall no be less than the fully allocated cost of a trip. A sliding fee scale shall be established for individual trips purchased by citizens of Greene County and as paid for by Greene County.
10. Any deficit of the transit system operation shall be absorbed by the TPO after credit is received from GDOT and Greene County for their respective contributions.

THE MARKET (P 13)

The Greene County Transit System shall be operated for the benefit of all citizens of Greene County. Greene County is the 56th largest county in the state containing over 406 square miles. It is extremely rural in nature and features 37.1 persons per square mile, ranking 109 out of 159 counties in population density.¹ The citizens of Greene County require transportation to and from the commercial centers, employment and educational activities, healthcare, and other community-based activities.

The system will be offering three major types of transportation services, none of which are being provided in the county by any public or private provider. The Greyhound Bus line provides inter/intrastate transportation services through a ticket office and P/T terminal in Greensboro. The services to be provided are (1) Purchase of Service (POS) agreements for governmental agencies and large employers; (2) "On demand" public transportation; and (3) Charter for those schedule trips for groups needing transportation to special events. There is a significant demand for all three types of transportation services since there are no private intra county transportation resources available, other than the Greyhound Bus Lines.

The primary POS agreement currently in effect is with the Department of Human Resources for The Department of Labor (DOL), The Division of Mental Health, Developmental Disabilities, and Addictive Diseases (MHDDAD), The Department of Family and Children's Services (DFACS), and The Senior Center. The Department of Human Resources (DHR) POS agreement includes passengers who reside from Oglethorpe County and require transportation to Greene County to obtain services. There are also pockets of employment opportunities around Lake Oconee and along Highway 44, a major east-west route from Greensboro to the lake. A concentrated effort will be made to solicit these large employers to execute POS agreements to provide an alternative and reliable transportation means for their employees to get to work. More details about the solicitation and marketing program are found in the Marketing Section of this proposal.

¹ 2002 GA County Guide, Center for Agribusiness and Economic Development, College of Ag and Environmental Sciences, UGA, Athens, GA 30602

THE OPERATIONS (P 13-15 + Appendix C)

The Greene County Transit System has been in operation since 1983. The system has been the sole provider of intra county transportation services for most of those 20 years. The citizens of Greene County and the governmental social service agencies providing services in Greene County rely on the system to provide the required transportation service.

The system currently has five vehicles in the transportation fleet. The information about the fleet is detailed in the table below:

DOT VEHICLE NUMBER	DESCRIPTION	MILEAGE AS OF June 30, 2004	CONDITION OF VEHICLE
2059*	1999 Ford Mini-Bus 13 Passenger	160,127	FAIR
2072*	2000 Ford - Van Standard 15 Passenger	157,111	FAIR
2073	2000 Ford - Van Standard 15 Passenger	167,447	FAIR
2175	2001 Ford Mini Bus 13 Passenger	124,483	FAIR
2176	2001 Ford Mini Bus 10 passenger W/Lift	123,879	FAIR

* Vehicle # 2059 and 2072 are scheduled to be turned in during 2004.

No capital funds are being requested for expansion, however 2 vehicles, #2175 and # 2073 are scheduled for turn in during 2005.

The Greene County Transportation System will be organized along functional lines, which relate to the three types of transportation services (on demand, POS, and charter) being provided. The daily supervision of transportation office will be the responsibility of the TPO's transportation manager with the assistance of a "lead driver" on premise in Greene County. The lead driver shall be responsible for covering routes when a driver is not available or absent, scheduling maintenance on the vehicles, driving for weekend or special charter trips, collecting and verifying the fare box revenue, and other duties as may be assigned by the transportation manager.

The on demand (commuter) service will be offered from 8:00 AM to 5:00 PM, Monday through Friday. POS trips are scheduled and provided as the agreements dictate. Charter trips are scheduled at least 24 hours in advance and will be made available 7 days a week.

The dispatch center is located in Athens, Georgia approximately 40 miles north of Greensboro, the county seat of Greene County. The dispatch center is staffed from 8:00 AM to 5:00 PM, to receive request for transportation services and to dispatch vehicles promptly. The dispatchers are available during other times via their cell phones. In addition, the dispatch center shall coordinate all the on demand and the POS trips to insure the services are not

duplicated. The drivers will be equipped with Cellular telephones so they will be in constant contact with the dispatch center management, and can adjust their routes as needed to accommodate trip request.

When a driver is dispatched to pick up a consumer for an "on demand" call. The dispatcher shall direct the driver to the consumer's location, tell the driver the fare to collect, and confirm the driver has successfully picked up and delivered the citizen to their destination.

Complaints/comments from customers or from the agencies having POS agreements shall receive the immediate attention of the TPO management. Complaint/comments shall be made to the dispatcher or Transportation unit manager by mail or by calling a toll free number. The complaint/comment shall be written up using the existing Advantage standard complaint/comment form. The form also provides space to describe the resolution and disposition. The nature of the complaint/comment shall be recorded in the appropriate section and the resolution shall be recorded in the appropriate section. The transportation unit manager shall maintain a file on complaint/comments and discuss them if requested.

The complaint/comment form shall not be completed and submitted until the customers complaint/comment has been resolved. All complaint/comments shall be resolved within two business days. All complaint/comments shall be reviewed with the county manager or their designee on a periodic basis.

The director of transportation shall design and implement a Quality Control (QC) and Quality Improvement (QI) program to determine the satisfaction with the services provided. The director shall prepare the baselines for the transportation unit utilizing rider surveys and shall institute QC and QI measures within 6 months of initiating operations if required. The Quality Improvement process shall focus on (1) Customer Satisfaction; (2) Financial and Budget issues; and (3) Vehicle maintenance issues.

The Greene County Transportation Unit will be set up as an individual and separate cost Center. All expenses and salaries paid shall be paid by the main office in Athens. All revenue received shall be recorded by the main accounting office in Athens. Each item of expense and revenue shall be recorded in the transportation units cost center.

The transportation unit manager will prepare a budget and set it up in the Advantage accounting system. The designated member of the Advantage accounting and finance office will monitor the budget on a monthly basis and prepare a variance analysis for the transportation unit. The budget report will be forwarded to the Greene County Administrator on a monthly basis and will be used to complete the GDOT reimbursement request.

Operating Performance

1. Operating Performance for Last Calendar Year (1/1/2003 to 12/31/2003)

VEHICLE #	OWPT/Mo *	HRS./Month	Miles/Month	PT/Mile
2059	998	167	2,849	.35
2072	821	171	3,380	.24
2073	789	167	3,583	.22
2175	789	190	3,478	.23
2176	763	179	3,359	.23
AVERAGE	836	172	3,327	.25

OWPT = One Way Passenger Trips

2. Operating Performance Projected for the current year (1/1/2004 to 12/31/2004)

VEHICLE #	OWPT/Mo *	HRS./Month	Miles/Month	PT/Mile
2059	525	170	2,500	.20
2072	525	170	2,500	.20
2073	525	170	2,500	.20
2175	525	170	2,500	.20
2176	525	170	2,500	.20
AVERAGE	525	170	2,500	.20

OWPT = One Way Passenger Trips

NOTE: The information in the above chart has been extrapolated using the records available.

3. Operating Performance Projected for the Application Period (1/1/2005 to 12/31/2005)

VEHICLE #	OWPT/Mo *	HRS./Month	Miles/Month	PT/Mile
2059	600	170	2,500	.27
2072	600	170	2,500	.27
2073	600	170	2,500	.27
2175	600	170	2,500	.27
2176	600	170	2,500	.27

OWPT = One Way Passenger Trips

General Operating Guidelines (Appendix C – Page 52)

Operating Statistic Guidelines

All vehicles met the minimum operating guidelines established by the US DOT and the GDOT for the previous and current years except in the passenger trips per mile (PT/Mile) requirement. The Greene County Transit System will also meet the established criteria for the application period. The average number of one-way passenger trips for each vehicle is detailed in the tables preceding this section.

Although the system has not met the .50 PT/Mile requirement in recent years, the TPO, is confident the target can be realized. The operating statistics reflect the improvements in the systems and results should be forthcoming.

Budget Guidelines

The budget complies with the guidelines contained in Appendix C of the GDOT 5311 Application Package. Copies of the proposed POS agreements are attached along with the appropriate cost allocation tables. The Greene County Transportation System will be operated by a Third Party Operator (TPO), Advantage Behavioral Health Systems. A copy of the proposed TPO agreement is attached. Provision has been made for drug testing and the cost shall not exceed the mandated \$1,250.00 annually.

THE MARKETING PROGRAM (Page 15 – 16)

The marketing program will consists of several elements, all of which are directed at increased awareness of the transportation program with the ultimate objective to increase the number of riders. The program will utilize all types of media in order to reach all citizens who have need for the service. The promotional aspects of the Marketing Program are detailed here for planning purposes only. The transportation program has been operating for over 20 years, and the program will have to be adjusted to meet the needs of the program.

The primary marketing will be done through word of mouth and print and broadcast media.

FINANCIAL DATA (page 16 – 18)**PROGRAM INCOME:**

Source	Last Calendar Year (Actual) 2003	Current Budget Year 2004	Projected Application Period
P. O. S. (DHR)	\$ 138,204.00	\$ 92,000.00	\$ 75,000.00
P. O. S. (Other)	-0-	-0-	-0-
Medicaid Trans.	-0-	-0-	-0-
Fares (Fare box)	\$ 9,971.00	\$ 26,000.00	\$ 31,241.00
Section 5311	\$ 12,354.00-	\$ 52,000.00-	\$ 62,481.00
Local Share (Aging)	\$ 12,354.00	\$ 52,000.00	\$ 62,481.00
Other (In Kind)			-0-
TOTAL	\$ 172,883.00	\$ 222,000.00	\$231,203.00

BUDGET DISCUSSION

The actual cost of providing transportation services to the citizens of Greene County have been thoroughly analyzed during the budgeting process. The county believes a significant savings to the county will occur with the transportation system being operated under the TPO. Greene County will continue to provide trips to the Senior Center as has been done in the past.

RTIP Ledger Report

Operator: GREENE
 Budget Year: 2005
 Period: From 01/01/05 To 12/31/05

Administrative Budget		Cost	Operating Budget		Cost	Capital Budget		Qty	Cost
1.	Director Salary	5,250	16.	Driver Salary	123,323	33.	Standard Van	1	28,000
2.	Supervisor Salary	8,925	17.	Dispatcher Salary	10,500	34.	Modified Van	0	0
3.	Bookkeeper Salary	2,205	18.	Mechanic Salary	0	35.	Conversion Van	0	0
4.	Secretary Salary	10,500	19.	Fuel Expenses	29,000	36.	Conversion Van / Lift	0	0
5.	Training Expenses	2,400	20.	Oil Expenses	0	37.	Shuttle Van	0	0
6.	Marketing Expenses	5,000	21.	Tire Expenses	0	38.	Shuttle Van / Lift	0	0
7.	Telephone Expenses	2,400	22.	Part Expenses	0	39.	Shuttle Bus	0	0
8.	Office Supplies	5,000	23.	Maintenance & Repair	14,000	40.	Shuttle Bus / Lift	0	0
9.	Rental Expenses	1,200	24.	Insurance Expenses	8,000	41.	Mobile Radio	1	1,500
10.	Standard Overhead	0	25.	Drug/Alcohol Testing	1,000	42.	Base Radio	0	0
11.	Computer Software	0	26.	Fringe Benefits	0	43.	Computer Hardware	0	0
			27.	License Expenses	0				
12.	None	1,000	28.	Uniform Expenses	1,500	44.	Other	0	0
13.	None	0	29.	None	0	45.	Other	0	0
14.	None	0	30.	None	0	46.	Other	0	0
15.	Other	0	31.	None	0	47.	None	0	0
			32.	Other	0				
Total		43,880	Total		187,323	Total			29,500

Net Operating Summary

Administrative Total / Ratio	43,880	18.98%
Operating Total / Ratio	187,323	81.02%
Total Operating Budget	231,203	
48. LESS: Purchase of Service (POS) Revenue	75,000	
49. LESS: Non-5311 Expenses	0	
Public Transportation Budget	156,203	
50. LESS: 20% Fare Revenue	31,241	
Net Operating Total	124,962	

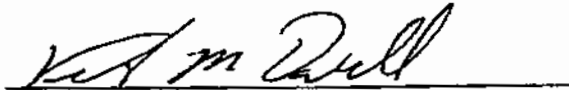
Budget Summary

	Totals	Federal	State	Local
Operating Budget Total	124,962	62,481		62,481
Purchase of Service (POS) Local Funds	0			
Excess POS Local Funds		0		
Capital Budget Total	29,500	23,600	2,950	2,950
Budget Grand Total	154,462	86,081	2,950	65,431

EXHIBIT 9B**CERTIFICATION OF NO INTENT OF CHARTER SERVICE**

Greene County certifies that it does not intend to provide charter service with FTA funded equipment or facilities during the operating period of this application. Should the Applicant decide to provide charter service, the Applicant will notify the Georgia Department of Transportation no less than 90 days prior to implementation of this service.

DATE: 9/21/04



Signature of Authorized Officer

Vincent Duvall, Commission Chairman
Name and Title of Authorized Officer

EXHIBIT 10

(Page 1 of 6)

**SPECIAL SECTION 5333(b) WARRANTY FOR
APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Title 49 U.S.C. Section 5311:

A. General application

The Public Body Georgia DOT agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project Greene County Commission and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the recipient and any other legally responsible party designated by the Public body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (9) of the Model agreement or applicable provisions of substitute comparable arrangements.

EXHIBIT 10

(Page 2 of 6)

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)¹, the public body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below², provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1987 (24 Stat. 379), as amended].

²For purposes of this warranty agreement, paragraphs (1);(2);(5);(15);(22);(23);(24);(26)(27);(28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

EXHIBIT 10

(Page 3 of 6)

- (4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

- (5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

- (6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

- (7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

EXHIBIT 10

(Page 4 of 6)

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds, provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

EXHIBIT 10
(Page 5 of 6)

D. Acceptance

The Greene County Commission does hereby adopt and accept all terms and conditions of this Special Section 5333(b) Warranty. Furthermore, the Greene County Commission assures that this agreement will be in force during the contractual period with the Georgia Department of Transportation for assistance under Section 5311 of the Federal Transit Act.

Executed this 21st day of September, 2004.



Signature of Authorized Officer

Vincent Duvall, Commission Chairman
Title of Authorized Officer

EXHIBIT 10

(Page 6 of 6)

Project Description, Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representation

Project Description (listing of capital equipment, type of service provided)*	Recipients Identify applicant of transportation assistance (legal entity) and the actual provider of the service	Other Surface Public Transportation Providers <i>(include taxis)</i>	Union Representation of Employees, If Any
	<u>Greene County, GA</u>		

Area Served by this project: Greene County

Submit to the Office of Intermodal Programs by November 1, 2004 for reporting purposes to the U.S. Department Of Labor.

*Existing

**EXHIBIT 10, PART II
GREENE COUNTY**

PART II – MONITORING PROCEDURES

- A. Level of Service – Overview
 - 1. Total Population: 14,406
 - A. Minority Percentage: 47%
 - 2. Transit Service
 - A. Type of Service: Demand/Response
 - B. Days/Hours of Operation: 7 days a week; 24 hours a day
 - C. Number of Vehicles: 5
 - D. Wheelchair Equipped: 1
 - E. Total Seating Capacity: 66
 - F. Service Area: Greene, and Taliaferro Counties
 - 3. Transit Performance
 - A. Average Monthly OWPTs: 850
 - B. Average Minority OWPTs: 638
 - C. Percentage of Minority OWPTs: 75%

Based upon a review of State, Federal, Civil Rights and Title VI mandate and requirements, the county generally met expectations. The county has complied with DOT's service policy and standards.

- B. Quality of Service Methodology
 - 1. Total Number of OWPTs per month: 4,250
 - 2. Travel Patterns
 - A. Public Transportation: 826
 - B. POS-Aging: 1,300
 - C. POS-MH/MR/SA: 1,050
 - D. POS-DFACS: 994
 - E. POS-Medicaid: 0
 - F. POS-VR: 0
 - G. POS-Charter: 80
 - 3. Total Number of Minority OWPTs: 3,188
 - 4. Minority Travel Patterns
 - A. Public Transportation: 2,391
 - B. POS-Aging: 797
 - C. POS-MH/MR/SA: 0
 - D. POS-DFACS: 0
 - E. POS-Medicaid: 0
 - F. POS-VR: 0
 - G. POS-Charter: 0
 - 5. Transit Cost Analysis
 - A. Cost per OWPT: \$3.80

EXHIBIT 12

Substance Abuse Certification

I, Vincent Duvall, Commission Chairman,
(Type or Print Name of Official) (Type or Print Title of Official)

certify that Greene County and its contractors, as required,
(Type or Print County or City)

for the Section 5311 Rural Public Transportation Program, has established and implemented an alcohol misuse prevention program in accordance with the terms of 49 CFR, Part 655 and has also established and implemented an anti-drug program in accordance with the terms of 49 CFR, Part 40. I further certify that the employee training conducted under this part meets the requirements of 49 CFR, Part 40.

Vincent Duvall
(Signature of Official)

9/24/04
(Date)

NOTE: New (or first time) applicants must not sign this certification until authorized by the Georgia Department of Transportation (GDOT). Authorization will not be granted until the local Substance Abuse Testing Program is in place and has been reviewed and approved by the GDOT. New programs must be certified before they can begin operations.


EXHIBIT 11

ANNUAL TITLE VI UPDATE

No lawsuits or complaints have been filed against the Greene County Section 5311 program.

Greene County has not applied for any other financial assistance for the Section 5311 program.

No Civil Rights compliance review activity has been conducted in the last three years.



Signature of Authorizing Official

Commission Chairman
Title



**SERVICE DELIVERY STRATEGY UPDATE
CERTIFICATIONS**

Instructions:

This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so

UPDATED SERVICE DELIVERY STRATEGY FOR Greene County COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy and have determined that:
(Check only one box for question #1)

- A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
- B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

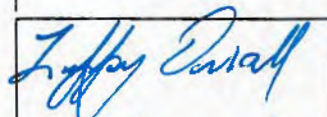


If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
 - any supporting local agreements pertaining to each of these services that has been revised/updated; and
 - an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.
2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));

6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))' and;
9. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

'If the County does not have an Annexation/Land Use dispute resolution process with each of its cities, list the cities where no agreed upon process exists:

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	Zippy Duvall	Chairman	Greene County	12/16/04
	Glenn Wright	Mayor	Greensboro	12/16/04
	Ann Pump	Mayor	Union Point	12/16/04