

# Request for Board of Commissioners' Action

From: Vicki S. Parrish, County Clerk Date: June 30, 2020

Subject: MIDS Transportation – TPO Amendment Item Number: VIII-A

June 29, 2020

Cook County Board of Commissioners  
1200 S. Hutchinson Street  
Adel, GA 31620

RE: Amendment #1-2020 to  
5311 Third Party Operator Agreement

At the request of GDOT to transition from Fixed Expense Reimbursement to Unit Price Reimbursement methodology; please find the amendment which is needed to complete this transition.

This transition and amendment will be effective beginning with FY2021, July 1, 2020 and continue to the expiration of the existing TPO agreement.

Please have the attached Amendment #1-2020 executed by the Chairman and County Clerk, Notarized and returned to me ASAP for final execution from MIDS Transportation, Inc. We will then return a fully executed copy to the county for your files.

This Amendment does not have any negative financial impact on the county; as for FY2021 all Operating and Capital expenses are covered 100% under the CARES Act and requires no State or Local Match.

If you have any questions, please contact me.

Sincerely,

*Danny Saturday*

Danny Saturday  
Director of Operations

Motion made by \_\_\_\_\_

Second made by \_\_\_\_\_

Any discussion: \_\_\_\_\_

Votes \_\_\_\_\_ yes \_\_\_\_\_ no

Motion carried/ failed

**Amendment #1-2020**  
**Cook County Third Party Operator Agreement**

WHEREAS it is the desire of GDOT to have all Third Party Operating (TPO) agreements utilize unit rate reimbursement methodology effective FY2021. The existing TPO agreement between Cook County and MIDS Transportation, Inc.; which is presently utilizing fixed expense reimbursement; with this amendment will transition to unit rate reimbursement methodology effective July 1, 2020.

This amendment is made and entered into the 1<sup>st</sup> day of July, 2020 by and between the Board of Commissioners of Cook County, Georgia, hereinafter referred to as the "COUNTY" and MIDS Transportation, Inc., as the Third Party Operator, hereinafter referred to as "TPO";

The following language is hereby deleted from the existing TPO agreement:

**COMPENSATION**

TPO shall be reimbursed for the costs for the performance of this Agreement from farebox collections, purchase of services agreements, and GDOT in accordance with their rules and regulations. COUNTY shall at no time reimburse TPO for services rendered or have any monetary liability to TPO and TPO shall look solely to fares collected or received pursuant to service agreements and to GDOT for compensation under this Agreement. All profits and losses resulting from operation of this program shall belong to, and be the sole responsibility of, TPO.

The following language is hereby added to the existing TPO agreement:

**COMPENSATION**

TPO shall be reimbursed for the costs for the performance of this Agreement based on actual Trips Performed. Documentation from the scheduling and dispatching software will be utilized to compute the monthly trip numbers. TPO will invoice the COUNTY monthly for purchased transit operations. The COUNTY will seek monthly reimbursement from GDOT for purchased transit services and will reimburse the TPO the same. Dispatching, trip reservations, scheduling, supervision of these services and all other activities detailed in the TPO agreement are included in the Trip Rate.

For FY2021 as a result of COVID-19 the CARES Act Funding has provided for reimbursement of 100% of operating and capital cost with no local match requirement for all 5311 operations. The base trip rate for FY2021 will be \$24.39/trip. There will also be a Supplemental (floating/adjustable) trip rate used to reimburse for cost not recovered under the base trip rate.

This Supplemental Trip Rate will be adjusted each month to ensure that the cost of operating the system under current COVID-19 situations are covered. Information from the monthly vehicle reports will be utilized to determine this rate.

The sum of the # of trips x base trip rate and # of trips x supplemental trip rate minus actual farebox collected will equal the monthly purchased transit invoice amount. This amount will

also equal the amount of the Subreceipt Request for Reimbursement (SRR) which will be submitted monthly to GDOT in accordance with their rules and regulations.

All profits and losses resulting from operation of this program shall belong to, and be the sole responsibility of the TPO. Total annual compensation from the COUNTY to the TPO shall not exceed the GDOT approved annual budget amount unless documented justification is submitted and approved by GDOT, COUNTY and TPO.

IN WITNESS WHEREOF, COUNTY and MIDS Transportation, Inc. have caused this agreement to be duly executed by their authorized representatives as of the day and year first above written.

On behalf of the Board of Commissioners of  
Cook County, Georgia

\_\_\_\_\_  
Chairman  
Board of Commissioners

ATTEST: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

MIDS Transportation, Inc.

\_\_\_\_\_  
Danny Saturday  
Director of Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public