Report of the
Interagency Committee on Transit Coordination (ICTC)
To Governor Tim Pawlenty

August 9, 2010
ICTC Members

MN Department of Veteran Affairs
Ron Quade, Director, Veterans Affairs

MN Public Transit Association
Tony Kellen, President

MN Department of Commerce
Tina Armstrong, Director, Consumer Ed and Outreach

MN Department of Health
Doug Benson, Supervisor, Office of Rural Health

MN Department of Human Services
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MN Department of Employment & Economic Development
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MN Department of Education
Kelly Wosika, Program Finance

MN Department of Transportation
Tim Henkel, Assistant Commissioner, Mn/DOT Modal Planning and Program Management

Metropolitan Council
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Gina Baas, Assistant Director, Center for Transportation Studies

MN Board on Aging
Mary Koep, Board Member

MN State Council on Disability
Joan Willshire, Executive Director
Introduction

Transportation is a lifeline for persons to access work, school, medical care, and other daily needs. Health and human service organizations have established a variety of transportation systems and the State of Minnesota makes a substantial investment in public transit. In 2006, the total dollars spent in Minnesota on health and human service transportation, public transit, and public school transportation totaled approximately 1 billion dollars. Even with this level of investment, transportation services are often fragmented, underutilized, or difficult to navigate, and can be costly because of inconsistent, duplicative, and often restrictive federal and state program rules and regulations. And, in some cases, narrowly focused programs leave service gaps, and transportation services are simply not available to meet certain needs.

Background

There are many reasons to be concerned about community transportation today. Lack of transportation affects an individual's independence and opportunity. But community transportation is not just about improving individual lives. It is about improving all facets of our economy, culture, and society that rely on transportation systems to work effectively at the community level. When transportation does not work, other things—our healthcare system, our economy, and our civic culture--cannot work at their best, either. Reliable transportation is both a prerequisite for a healthy economy and often the first step toward independence and opportunity for people with low incomes, older adults, and people with disabilities.

Fortunately, Americans have recognized that transportation is important for healthy communities and personal independence. Today, through the Department of Transportation's Federal Transit Administration (FTA) programs, the Federal government provides funding to develop new public transit systems and improve, maintain, and, in the case of small urbanized and rural areas, operate existing systems. At the Federal Level, the annual Federal investment in public transportation represents only about 17 percent of all such investments; the remainder comes from State and local government contributions, dedicated State and local tax revenues, and fare box and other revenue generated by local transit systems. In spite of the significant investment in public transportation services, serious gaps in service still exist in many, if not most, communities. Transportation to the grocery store, a city council meeting, or a parent-teacher conference may
simply not be available. These gaps are particularly pronounced in rural areas, where basic public transportation services may be lacking. These gaps in service, in both rural and urban areas, are particularly burdensome for transportation-disadvantaged individuals, who may not have access to cars or alternative transportation.

Over the years, in response to these challenges, Federal, State and local governments and community-based organizations created specialized programs to meet particular transportation needs. At the Federal level alone, there are at least 62 separate programs administered by eight Federal departments, and even more agencies, that provide special transportation services to people with disabilities, low-income individuals, and/or older adults. Most of these are human service programs that fund limited transportation services to provide eligible participants with access to particular services, such as job training, health care, senior centers, or rehabilitation programs.

Just as there are a variety of human service programs, so too are there variations in Federal program requirements across these programs. Most Federal transportation funds are provided to State and local governments and nonprofit organizations that provide human service transportation. Funding may be in the form of a direct grant to the provider, or a block grant to a State agency or local provider for a wide range of approved services. Not surprisingly, the public servants and nonprofit organizations trying to administer human service transportation programs face additional challenges. Each discrete Federal program from which they receive funds may require different data to be reported and may operate under a different funding cycle. Coordinating across local agencies is further complicated by the fact that the organizations themselves are likely to use different billing systems – some may reimburse consumers directly, others may reimburse providers, and others may operate their own vehicles with no direct billing required.

It is no secret that the emergence of so many separate transportation options tied to specific programs, or available only to specific population subgroups, has created a complex, often duplicative, web of transportation with different eligibility rules, different destinations, its own reservation system and rules, and unique travel routes. Merely figuring out what services are available to a particular destination can be an enormous challenge for consumers. This chart graphically depicts the complicated web of human service transportation providers and services
One of the major initiatives to address the shortcomings with transportation services at the Federal and State level is advancing the concept of "transportation coordination". Coordination in this case is the process through which representatives of different agencies and client groups involved in transportation programs work together to achieve the following goals: increased capacity to serve unmet needs; improved quality of service; improved understanding and access to services by the public; and, more cost-effective service delivery.

**Coordination at the Federal Level**

As part of Congress's reauthorization of the surface transportation act (SAFETEA-LU) in 2005, grantees under the New Freedom Program, Job Access and Reverse Commute (JARC) Program, and Elderly and Disabled Transportation Program must be part of a "locally developed coordinated
public transit/human service transportation plan” in order to receive funding for fiscal year 2007 and beyond.

These plans are intended to help state and community leaders, agencies, and stakeholders develop programs and action plans for coordinated services. Key elements include:

- An assessment of transportation needs for individuals with disabilities, older adults, and persons with limited incomes
- An inventory of available services that identifies redundant service and gaps in service
- Strategies to address the identified gaps in service
- Actions to eliminate or reduce duplication in services and strategies for more efficiently using resources
- Prioritized strategies for implementation

**Formation of the ICTC**

In 2005, recognizing the fundamental importance of transportation and the continuing need to reduce barriers between State and federally-funded human service programs and Minnesota’s public transportation systems, the Governor Pawlenty issued a directive for agencies to work together to ensure that transit services are effective and accessible. Representatives from the Departments of Transportation (Mn/DOT), Health, Human Services (DHS), Employment and Economic Development (DEED), Education, and the Metropolitan Council, Minnesota Center For Transportation Studies, Board on Aging, and State Council on Disability were named members of the Interagency Committee on Transit Coordination (ICTC). Governor Pawlenty has charged this Committee with:

1. Surveying existing transportation alternatives, best practices and coordination strategies that have worked in Minnesota and other states, and

2. Developing a series of recommendations for improving the level of transportation coordination.
Council on Transportation Access

In 2010, Governor Pawlenty signed legislation (Appendix A) to establish the Minnesota Council on Transportation Access. This Council is charged to study, evaluate, oversee and make recommendations to improve the coordination, availability, accessibility, efficiency, cost-effectiveness, and the safety of transportation services provided to the transit public. “Transit public” means those persons who utilize public transit and those who, because of mental or physical disability, income status, or age are unable to transport themselves and are dependent upon others for transportation service. The Council is to adopt a biennial work plan that must incorporate the 20 activities listed in the bill.

**ICTC Mission and Vision**

**Mission Statement:**
The mission of the Minnesota Interagency Committee on Transit Coordination is to work together to remove obstacles that prevent the successful coordination of transportation programs and resources among their respective customers.

**Vision Statement:**
Minnesotans will have access to coordinated transportation services to meet their mobility needs.

**ICTC Accomplishments**

The work activities of the ICTC over the past five years have been guided by extensive research conducted by Mn/DOT in 2004-2005. The 2006 Minnesota Public Transit - Human Services Transportation Coordination Study identified critical strategies for improving both effectiveness and efficiency in transportation programs, across public funders and providers in Minnesota. In 2007 each region of the state developed a regional coordination plan (See www.coordinatemntransit.org) that further identified and clarified opportunities for improved coordination and barriers to coordination at the local level. Annually the ICTC reviewed and revised its work activities based on the ICTC Workplan.
Several of the identified activities of the ICTC were derived from activities defined in 2009 for the proposed Council on Transportation Access:

- Identify best practices and strategies that have been successful in Minnesota and in other states for coordination of local, regional, state, and federal funding and services
- Design and develop a contracting template for providing coordinated transportation services
- Recommend guidelines for developing transportation coordination plans throughout the state
- Develop a standard method for addressing liability insurance requirements for transportation services purchased, provided, or coordinated

In 2009 the ICTC formed subcommittees (Appendix C) to bring recommendations back to the overall Committee. The subcommittees were established around major topics that are subject-specific:

- Insurance
- Special Transportation Services (STS)
- Contract Template
- Planning Guidance
- Local Coordination Committee
- Legislation

The Committee met four times since November 2009. The following is a brief overview of the accomplishments and recommendations put forth by the Committee, categorized by key issue areas identified in the ICTC Workplan. These key issue areas are:

- Vehicle/Client Sharing
- Cost Sharing/Purchasing
- Communication/Coordinated Planning
- Reporting and Evaluation
- Research/Demonstration Projects
KEY ISSUE AREA: Vehicle/Client Sharing

To reduce duplicative transportation services, as well as idle time for drivers and vehicles, the ICTC recommends that vehicles used in human service transportation be made available to other State, Federal and/or publicly-funded programs and that State agencies not restrict grantees to serving only their own program participants.

Accomplishments

- Created a model contract (Appendix E) for use by local agencies contracting with external organizations to provide transportation services. The contract includes the contracting language requirements from the various State and Federal agencies. It also includes common contract terms and definitions to further enhance consistency among agencies.
- Working through the Department of Commerce, clarified the issue of insurance requirements for organizational liability related to sharing clients and vehicles.

Key Issue Area: Cost Sharing/Purchasing

To ensure that adequate resources are available for transportation services for people with disabilities, older adults and individuals with lower incomes, and to encourage the shared use of vehicles and existing public transportation services, the ICTC recommends State agencies work together to create funding mechanisms that support shared ownership of funding responsibilities while completing reporting and tracking requirements for various funding streams.

Accomplishments

- The ICTC heard an update from the Mn/DOT Office of Transit on their efforts to develop a cost allocation model for the transit systems in Greater Minnesota. The costing model would include common terms and definitions and make the process of rate setting more transparent to the funding agencies and consumers.
Key Issue Area: Communication/Coordinated Planning

To effectively promote the development and delivery of coordinated transportation services, the ICTC recommends that state agencies consider participation in a community transportation planning process for human service transportation programs.

Accomplishments

- Reviewed the usage of the Minnesota Coordination website. From September 1 through June 30 of 2009, the Coordination website, coordinatemntransit.org, received 15,625 visits, an average of 52 visits a day. Recently the visits have been smaller in number based on the limited amount of new amount of information available on coordination.
- Produced a planning guidance document (Appendix D) with a model for locally developed and coordinated planning across the state of Minnesota. The plans meet the Federal funding eligibility requirements for specific transit funds.

Key Issue Area: Reporting and Evaluation

To ensure that adequate resources are available for transportation services for people with disabilities, older adults and individuals with lower incomes, and to encourage the shared use of vehicles and existing public transportation services, the ICTC recommends that state agencies dealing with transportation services agree upon a common measurement and definitions for tracking and reporting the costs of transportation services.

Accomplishments

- Included in the model contract (Appendix E) a glossary with definitions of transportation terms the participating local and state agencies can refine into a consistent set terminology.
- Included in the model contract and the planning guidance document (Appendix D) a cost allocation methodology to more consistently and effectively describe transportation costs.
Key Issue Area: Research/Demonstration Projects

To test the feasibility and cost-effectiveness of a new approach to meeting the full range of transportation needs of people with disabilities, older adults and individuals with lower incomes, the ICTC recommends that State agencies conduct demonstration projects to investigate coordinated planning, vehicle/client sharing and cost sharing.

Accomplishments

- No activity in this key issue area for 2010

ICTC Recommendations

As part of the transition from the ICTC to the Council on Transportation Access, the ICTC reviewed their 2010 work plan (Appendix B) and identified the five top activities they recommend the new Council should work on. The top five chosen were:

1. Advocate aggressively for eliminating barriers to coordination, implementing coordination strategies, enacting necessary legislation, and appropriating resources to achieve the council’s objectives.

2. Facilitate the creation and operation of transportation brokerages to match riders to the appropriate service, promote shared dispatching, compile and disseminate information on transportation options, and promote regional communication.

3. Recommend an interagency uniform contracting and billing and accounting system for providing coordinated transportation services.

4. Compile information on existing transportation alternatives for the transit public, and serve as a clearinghouse for information on services, funding sources, innovations, and coordination efforts.
5. Identify barriers prohibiting coordination and accessibility of public transportation services and aggressively pursue the elimination of those barriers.

The following recommendations were also made regarding the activities focused upon by the ICTC.

The ICTC recommends that the Council on Transportation Access considers the work completed on the model contract (Appendix E), along with identified action items, and conducts stakeholder engagement prior the final endorsement of a model contract document.

The ICTC recommends that the Council on Transportation Access considers the work completed in the ICTC’s Local Coordination Planning Guidance document (Appendix D) in the final endorsement of a Local Coordination Plan Guidance document.

The ICTC recommends that the Council on Transportation Access research coordination strategies and recommend the most viable ones for possible statewide deployment.

**Conclusion**

Under the ICTC, support from the member agencies for transportation coordination grew and collectively the agencies were willing to tackle increasingly difficult challenges to coordination. Member agencies continued to work collaboratively to ensure that policy and funding strategies are coordinated. Some additional benefits created by this group were:

- More effective interagency communication;
- More comprehensive identification of transportation stakeholders and;
- Increased awareness and knowledge of transportation impacts to member agency programs.

With the creation of the Council on Transportation Access there may be increased opportunities for the advancement of transportation coordination initiatives. New member organizations will bring a new perspective to transportation coordination issues. Also, the close relationship with State policymakers required of the new Council creates a potential for a more statewide implementation
of initiatives. As we continue to look toward a future with increasing numbers and proportions of 
transit-dependent elderly and persons with disabilities, as well as persons who can no longer afford 
private auto ownership, the success of the State and local efforts at transportation coordination are 
critical.
Appendix A:

Council on Transportation Access Statute
Sec. 51. [174.285] MINNESOTA COUNCIL ON TRANSPORTATION ACCESS.

Subdivision 1. Council established. A Minnesota Council on Transportation Access is established to study, evaluate, oversee, and make recommendations to improve the coordination, availability, accessibility, efficiency, cost-effectiveness, and safety of transportation services provided to the transit public. "Transit public" means those persons who utilize public transit and those who, because of mental or physical disability, income status, or age are unable to transport themselves and are dependent upon others for transportation services.

Subd. 2. Duties of council. In order to accomplish the purposes in subdivision 1, the council, following consultation with the legislative committees or divisions with jurisdiction over transportation policy and budget, or with appropriate legislative transportation subcommittees, shall adopt a biennial work plan that must incorporate the following activities:
(1) compile information on existing transportation alternatives for the transit public, and serve as a clearinghouse for information on services, funding sources, innovations, and coordination efforts;
(2) identify best practices and strategies that have been successful in Minnesota and in other states for coordination of local, regional, state, and federal funding and services;
(3) recommend statewide objectives for providing public transportation services for the transit public;
(4) identify barriers prohibiting coordination and accessibility of public transportation services and aggressively pursue the elimination of those barriers;
(5) recommend policies and procedures for coordinating local, regional, state, and federal funding and services for the transit public;
(6) identify stakeholders in providing services for the transit public, and seek input from them concerning barriers and appropriate strategies;
(7) recommend guidelines for developing transportation coordination plans throughout the state;
(8) encourage all state agencies participating in the council to purchase trips within the coordinated system;
(9) facilitate the creation and operation of transportation brokerages to match riders to the appropriate service, promote shared dispatching, compile and disseminate information on transportation options, and promote regional communication;
(10) encourage volunteer driver programs and recommend legislation to address liability and insurance issues;
(11) recommend minimum performance standards for delivery of services;
(12) identify methods to eliminate fraud and abuse in special transportation services;
(13) develop a standard method for addressing liability insurance requirements for transportation services purchased, provided, or coordinated;
(14) design and develop a contracting template for providing coordinated transportation services;
(15) recommend an interagency uniform contracting and billing and accounting systems;
system for providing coordinated transportation services;
(16) encourage the design and development of training programs for coordinated transportation services;
(17) encourage the use of public school transportation vehicles for the transit public;
(18) develop an allocation methodology that equitably distributes transportation funds to compensate units of government and all entities that provide coordinated transportation services;
(19) identify policies and necessary legislation to facilitate vehicle sharing; and
(20) advocate aggressively for eliminating barriers to coordination, implementing coordination strategies, enacting necessary legislation, and appropriating resources to achieve the council's objectives.

Subd. 3. **Coordination with legislative committees.** The council shall coordinate its meeting schedule and activities pursuant to its work plan, to the extent practicable, with legislative committees and divisions with jurisdiction over transportation budget and policy, or with appropriate subcommittees. The chairperson of the council shall act as a liaison with the chairs and ranking minority members of the legislative transportation committees, divisions, and appropriate subcommittees, in carrying out these duties.

Subd. 4. **Membership.** (a) The council is composed of the following 13 members:
(1) one representative from the Office of the Governor;
(2) one representative from the Council on Disability;
(3) one representative from the Minnesota Public Transit Association;
(4) the commissioner of transportation or a designee;
(5) the commissioner of human services or a designee;
(6) the commissioner of health or a designee;
(7) the chair of the Metropolitan Council or a designee;
(8) the commissioner of education or a designee;
(9) the commissioner of veterans affairs or a designee;
(10) one representative from the Board on Aging;
(11) the commissioner of employment and economic development or a designee;
(12) the commissioner of commerce or a designee; and
(13) the commissioner of management and budget or a designee.
(b) All appointments required by paragraph (a) must be completed by August 1, 2010.
(c) The commissioner of transportation or a designee shall convene the first meeting of the council within two weeks after the members have been appointed to the council. The members shall elect a chairperson from their membership at the first meeting.
(d) The Department of Transportation and the Department of Human Services shall provide necessary staff support for the council.

Subd. 5. **Report.** By January 15 of each year, beginning in 2012, the council shall report its findings, recommendations, and activities to the governor's office and to the chairs and ranking minority members of the legislative committees with jurisdiction over transportation, health, and human services, and to the legislature as provided under
section 3.195:

Subd. 6. Reimbursement. Members of the council shall receive reimbursement of expenses from the commissioner of transportation as provided in section 15.059, subdivision 3.

Subd. 7. Transfer of appropriation. The amount appropriated to the Metropolitan Council in Laws 2009, chapter 36, article 1, section 4, subdivision 2, for the administrative expenses of the Minnesota Council on Transportation Access, and for other costs relating to the preparation of required reports, including the costs of hiring a consultant, is transferred to the Department of Transportation for the same purposes.

Subd. 8. Expiration. This section expires June 30, 2014.
Appendix B:

ICTC Work Items
<table>
<thead>
<tr>
<th>Task Description</th>
<th>Implementation</th>
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<tr>
<td>Compile information on existing transportation alternatives for the transit public, and serve as a clearinghouse for information on services, funding sources, innovations, and coordination efforts;</td>
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<td>X</td>
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<td>Facilitate the creation and operation of transportation brokerages to match riders to the appropriate service, promote shared dispatching, compile and disseminate information on transportation options, and promote regional communication;</td>
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<td>Recommend minimum performance standards for delivery of services;</td>
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<td>Identify methods to eliminate fraud and abuse in special transportation services;</td>
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<td>Develop a standard method for addressing liability insurance requirements for transportation services purchased, provided, or</td>
<td>X</td>
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</table>
Design and develop a contracting template for providing coordinated transportation services;

Recommend an interagency uniform contracting and billing and accounting system for providing coordinated transportation services; encourage the design and development of training programs for coordinated transportation services;

Encourage the use of public school transportation vehicles for the transit public;

Develop an allocation methodology that equitably distributes transportation funds to compensate units of government and all entities that provide coordinated transportation services;

Identify policies and necessary legislation to facilitate vehicle sharing; and

Advocate aggressively for eliminating barriers to coordination, implementing coordination strategies, enacting necessary legislation, and appropriating resources to achieve the council's objectives.

| Appendix C: | x | x | x |
Appendix C:

ICTC Subcommittees and Participating Members
**ICTC Subcommittees and Participating Members**

**Contract Template**

- Kelly Wosika  
  Department of Education
- Bob Ries  
  Department of Human Services
- Debra Schauffert  
  Department of Human Services
- Thomas Gottfried  
  Department of Transportation
- Tina Armstrong  
  Department of Commerce
- Joan Willshire  
  Council on Disability
- Kelly Schroepper  
  Department of Transportation
- Noel Shughart  
  Department of Transportation
- Fay Cleaveland  
  Department of Transportation
- Jacqueline Peichel  
  Department of Human Services

**Planning Guidance**

- Hal Freshley  
  Department of Human Services
- Doug Benson  
  Department of Health
- Judith Ellison  
  Department of Transportation
- Becky Alper  
  Department of Transportation
- Joan Willshire  
  Council on Disability
- Paul Bridges  
  Department of Economic Development
- Noel Shughart  
  Department of Transportation
Appendix 1:

Transportation Model Contract
Interagency Committee on Transit Coordination

TRANSPORTATION Model Contract
Model Contract - Overview

There is wide variety and inconsistency in the process by which contractors have entered into agreements with subcontractors to provide transportation services. It is recommended that contractors use best practices and contract guidelines when entering into agreements. This model contract is a tool for contractors to consider when entering into a transportation contract with subcontractors. While this document provides guidelines for contractors to use, it is not mandated in statute.

This model contract was produced by a sub-committee within the Interagency Committee on Transit Coordination (ICTC) for local agencies. It incorporates contract requirements specific to participation agencies such as the Minnesota Department of Transportation (Mn/DOT), Department of Human Services (DHS) and the Minnesota State Council on Disability (MSCOD) while providing a format that can be used consistently by all agencies. In addition, contract terms and definitions have been developed to enhance consistency among agencies.

The model contract is intended to be used by subcontractors who enter into agreements with contractors for transportation services. For the purposes of this document, contractors are defined as agencies that provide a service such as a DHS health care program. The subcontractor provides a means of transportation to the services rendered. This may include volunteer drivers that are reimbursed by the subcontractor. This document is not intended for individual personal mileage reimbursements.

The Elements of a Transportation Service Contract section provides a short description of the basic elements a service contract should include. There are many types of service that a subcontractor may provide. For example, a public transit provider may provide a wide variety of services to a large number of passengers while another provider may provide service to a single passenger. At the bare minimum the transportation service contract should include the elements provided in this section.

Insurance requirements are important elements of a contract. Basically, insurance is an arrangement by which a company gives its customers financial protection against lost or harm from an accident or injury in return for a payment or premium. Insurance rates are determined by the amount of risk involved. The insurance rate is a factor in determining the amount to be charged for a certain amount of insurance coverage. Subcontractors are encouraged to contact their insurance carrier regarding driver and vehicle requirements in order to get the best rate. When a subcontractor deviates from the standard requirements suggested by the insurance carrier, they may be subject to higher rates.

The Driver Criteria section provides best practices on the activity of hiring drivers so that transportation service can be provided with minimum problems and without unforeseen complications. In addition, following these best practices may help the subcontractor receive better insurance rates, since the best practices incorporate standards that are generally accepted by one of Minnesota's major public transit insurers. The best practices provide standard procedures that a subcontractor can use for management and policy development.

ICTC Model Transportation Contract
July 22, 2010
The contract template provides contractors and subcontractors who are responsible for drafting and entering into the contract a template that encompasses all relevant provisions of a contract. The model contract template and contracting guidelines are available to help contractors improve their contracts and improve oversight with subcontractors.

Appendix A is composed of a sample spreadsheet format for subcontractors to use when requesting compensation. It provides a format to prepare budgets and track actual expenditures. There is also a section that provides an expense analysis of prior years.

Appendix B is a sample Scope of Service document that describes the specifications for transportation services the subcontractor will provide. This sample may be modified and used based on each unique transportation situation.

The glossary provides some common terms that are used in transportation contracts. The terms and their meanings are fluid and may possibly change in the future. A person should be aware of the terms used and their meanings when entering into a contract.

There are many resources available for contractors and subcontractors. This document offers a listing of Minnesota statues and websites that are available to use as a reference guide.
Glossary

The glossary provides working definitions that may be adjusted over time. It contains items that are primarily related to the business end of contracting. Some items were obtained from Mn/DOT, DHS, and MSCOD.

**Accountability**: The capability and the responsibility to account for the expenditure and the commitment of other resources in terms of the results achieved. This involves both the stewardship of money and other resources and the evaluation of achievement in relation to specified goals.

**Accounting system**: The set of manual and computerized procedures and controls that provide for identifying relevant transactions or events; preparing accurate source documents, entering data into the accounting records accurately, processing transactions accurately, updating master files properly, and generating accurate documents and reports.

**Agent**: One who represents, acts for, and accounts to another. The powers of a general agent are broad. The agent initiates transactions in the name of a principal and carries on operations within a large discretionary area. The agent functions often resemble those of a general manager. A special agent, on the other hand, is restricted to the performance of a single act or the conduct of a single transaction.

**Annual report**: A document that summarizes the results of operations and financial status of a company for the past year and outlines plans for the future.

**Appropriations**: An authorization granted by the legislative body to make expenditures and to incur obligations for specific purposes. The Minnesota Constitution prohibits payment of money out of the treasury unless authorized by an appropriation.

**Contract**: The documentation of the contractors and subcontractors agreement for services and the price of those services.

**Contractor**: For the purposes of this document, the organization that provides the service rendered.

**Demand response service**: A transportation service characterized by flexible routing and scheduling to provide door-to-door or point-to-point transportation at the user’s demand.

**Deviated route service**: Transportation service from which a vehicle is operated on a standard route, from which it may deviate from time to time, in response to a demand for its service or to take a passenger to a destination, after which it returns to its standard route.

The bus will deviate from the standard route up to (3/4, 1, 2, etc.) of a mile. The standard route schedule shall include the arrival/departure time from drop-off/pick-up destinations, plus major intermediate stops. If the bus is ahead of schedule when arriving at an established stop/waypoint, the driver shall delay departure to the scheduled time. Between established
stops/waypoints, the time the bus passes a particular location on the route may vary by as much as five minutes depending on the number of deviations.

**Dial-A-Ride service:** A demand responsive service in which either curb-to-curb or door-to-door transportation is provided to patrons who request service by telephone, either on an ad hoc or subscription basis.

Patrons shall contact the dispatcher, by phone, at least two (2) hours in advance, to schedule a ride. The bus will be required to travel to the requested pick-up site within the service area, and follow the most direct route to the rider’s destination. If the destination is located on a deviated route, the Dial-A-Ride bus will transport the rider to the closest location adjacent to the deviated route, and the passenger will be required to transfer to the deviated route bus to complete the trip to their destination. Exceptions may be made due to mobility restrictions or timing of the two bus’ schedule. The Dial-A-Ride bus will provide direct transportation during the hours that the Deviated Route bus is not in operation.

**Drug and alcohol testing:** Testing of safety-sensitive transportation employees. The U.S. DOT publishes rules on who must conduct drug and alcohol tests, how to conduct those tests and what procedures to use when testing.

**Employed:** This term includes civilian, non-institutionalized persons who 1) worked during any part of the week as paid employees; worked in their own businesses, professions, or farms; or worked 15 hours or more as unpaid workers in a family-owned enterprise; or 2) who were not working but had jobs or businesses from which they were temporarily absent due to illness, bad weather, vacation, labor-management dispute, or personal reasons, whether or not they were seeking another job.

**Employee benefits:** Compensations in addition to regular salary, provided to an employee. This may include such benefits as health insurance, life insurance, annual leave, sick leave, retirement, and social security. Sick leave and sabbatical leave excluded in MFRS and included under "Salaries and Wages".

**Facilities:** Garage space for all transit vehicles, and storage for all parts, equipment and supplies reasonably necessary for the operation of the transit system. The facility may be equipped with proper office furniture, facsimile machine, and internet service with email capabilities.

**Federal funds:** Revenues received from federal government appropriations.

**Full-time worker:** One who is employed for 35 or more hours per week, including paid leave for illness, vacation, and holidays. Hours may be reported either for a survey reference week, or for the previous calendar year, in which case they refer to the usual hours worked.

**Fund:** A sum of money or other resources segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations, and constituting an independent fiscal and accounting entity.
**Government appropriation:** An amount (other than a grant or contract) received from or made available to an institution through an act of a legislative body.

**Government grant or contract:** Revenues from a government agency for a specific research project or other program.

**Insurance:** The equitable transfer of the risk of a loss, form one entity to another, in exchange for payment.

**Insurance carrier:** A company that sells insurance.

**Parties:** The contractor and subcontractor.

**Part-time worker:** One who is employed for 1-34 hours a week, including paid leave for illness, vacation, and holidays. Hours may be reported either for a survey reference week, or for the previous calendar year, in which case they refer to the usual hours worked.

**Payee:** The person (entity) to whom payment on a note is to be made.

**Price:** the daily, weekly or yearly price for a service as specified in the contract.

**Schedule of agreement:** the document which refers to the award of the contract and may include, a detailed timetable, confirmation of minimum vehicles scaling capacity and the dates of the contract duration which shall form the basis of the contract.

**Service:** the pre-determined trips and routes specified in the contract.

**Special event or episode:** service that is provided occasionally but not on a regular basis such as; parade, community event, shuttle services, etc.

**Special route guarantee:** A demand response service addition (i.e. additional time or a route extension) provided specifically for the benefit of another organization for which a guaranteed revenue minimum has been established. Route must be open to the public and advertise as such.

**Subcontractor:** For purposes of this document the provider of transportation services

**Subscription/Standing order:** Demand responsive service in which routes and schedules are prearranged to meet the travel needs of specific riders who sign up for the service in advance. The passenger does not have to call to make an individual reservation. A maximum of two weeks is allowed for all subscription/standing orders, after the maximum, the passenger must recommit to their travel needs. The bus will not go over 80% capacity used by regularly recurring trips by the same person or group of people.

**Vehicle:** A motorized passenger carrying vehicle.
Volunteer drivers: People who are not employees of the transit system and perform transportation service with the expectation of being reimbursed for their mileage. Volunteer drivers generally use their personal cars to perform this service.

Volunteer driver service: Demand responsive service provided to passengers by people who are not employees of the transit system and are performing this service with the expectation of being reimbursed for their mileage. Volunteer drivers generally use their personal cars to perform this service. The primary role of this service is to provide transportation services to persons living within the jurisdiction and those persons needing to leave the boundaries outside of the jurisdiction, i.e. city limits, county limits, etc., primarily for medical appointments. Users must contact the dispatcher, at least 24-hours in advance to make trip arrangements.

Waiver:

Work run route: Service provided during peak work scheduled hours to provide direct services within the Industrial/Business sections of a community, within the transit service's jurisdictional area. The bus will be identified as a Work/Commute Bus and can be ridden by simply waiting at a designated stop or waving for a bus to pick up from a street corner, along a designated route.

Peak work scheduled hours are typically first shift (6:00 a.m. to 8:00 a.m.), second shift (2:00 p.m. to 4:00 p.m.) and third shift (9:00 p.m. to 2:00 a.m.).
Elements of Transportation Service Contract

Required Elements of a Transportation Service Contract
The following guidelines provide a basis for a transportation service contract between contractors and their subcontractors. While some elements should be included in all contracts, others may be considered optional or do not apply to all situations. At a minimum, each contract should contain the following elements:

- Demographic/Header Information
  - The legal name and any other name used during business for each party.
  - Contract time period (beginning and ending dates) that the contract will be in effect.
  - The purpose of the transit services.

- Compensation and Billing
  - Compensation for services rendered shall be determined by rates in an attached Appendix A. Best practices payment should not be any later than 30 days after the receipt of invoice.

- Accessibility
  - Transportation services provided by the subcontractor must be performed to the Minnesota State Council on Disability’s (MSCOD) satisfaction and in compliance with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act as determined at the sole discretion of MSCOD’s authorized representative.

- Subcontractor Responsibilities
  - A service plan for transportation services including the days and dates of service, geographic region, a description of service types, list of drivers, list of vehicles, insurance information, back-up plans and fee schedules.

- Records and Reports
  - Subcontractor shall provide those reports and records which may be reasonably requested by Contractor and necessary for proper payment, for evaluation of Subcontractor’s performance or for state and Contractor reporting. Reports may include monthly billing for services rendered, revenues and their sources, ridership reports, and interruptions of services.

- Relevant Federal Requirements
  - All contracts should reference any relevant federal regulations relevant to the Contracting agency.

- Insurance
  - Subcontractor shall, at its expense, procure and keep in force during the entire term of this Agreement public liability and property damage liability
insurance protection Contractor, its officers, employees and agents, and Subcontractor, its drivers and other personnel.

- Indemnification
  - Each contract shall contain a provision in which both parties hold each other harmless from any losses related to the provision of contract services or the use of vehicles.

- Equal Employment Opportunity Requirement (E.E.O)
  - Subcontractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by Contractor E.E.O. program.

- Amendment Procedure
  - Each contract shall specify the procedures for amendments, suspensions, or termination of the contract.
Insurance Requirements
Driver Criteria

A subcontractor's policy on driver criteria is an important consideration for insurance carriers. Each insurance company has its own set of eligibility requirements for drivers. It is recommended that contractors and subcontractors check with their insurance carriers regarding any transportation contracts. The insurance carrier may have specific driver requirements that would need to apply to the subcontractor and be reflected in the transportation contract. Drivers that volunteer their services and use their own vehicles should check with their own insurance carrier to see what coverage they need.

All drivers must attend a disability awareness class as described by the Minnesota State Council on Disability (MSCOD) and in compliance with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act. Compliance is determined at the sole discretion of MSCOD's authorized representative.

Insurance provider standards and best practices provide that no drivers should be less than 21 years old. Drivers between the ages of 21 and 25 may be considered as long as they are not driving vehicles that exceed 15 passengers and have a clean motor vehicle record. Drivers should also hold a valid driver's license for over three years. It is recommended that a subcontractor should not have over 25 percent of its driving staff be under the age of 25 or over the age of 70.

In addition, persons with less than three years of driving experience should not drive for the subcontractor even if they are volunteering. Drivers of passenger vans and buses should be paid employees or limited to very few registered volunteers and be at least 25 years of age. Passengers should not be utilized as drivers.

If applicable, drivers should have the appropriate class license for driving accessible passenger vehicles, buses, large trucks, or any other vehicle that requires a special license class.

Subcontractors should conduct background checks on drivers to determine eligibility.

The following provides Motor Vehicle Record (MVR) guidelines based on insurance provider standards that apply to both paid staff and registered volunteers:

For drivers that are between the ages of 21-79 the following applies:

A. Any driver with any of the following citations in the past three years does not meet insurance underwriting criteria:

1. More than two moving violations
2. More than two accidents
3. More than one accident in any one year
4. Speeding over 80 miles per hour or 21 miles per hour over the posted speed limit

B. Any driver found guilty of the following is unacceptable:
   1. Operating a motor vehicle during a time of suspension or revocation
   2. Operating a motor vehicle without a license
   3. Driving under the influence of alcohol or drugs
   4. Careless driving
   5. Negligent homicide arising out of the use of a motor vehicle
   6. Aggravated assault with a motor vehicle

Many insurance carriers recommend that drivers that are between the ages 71-79 provide a physician’s statement on an annual basis. Often insurance providers do not recommended drivers between the ages of 75-79 to drive passenger transportation vehicles. In addition many insurance carriers recommend that subcontractors do not allow persons who are 80 years and older to drive.

Again it is important for subcontractors and volunteers to check with their own insurance carrier on any specific driver requirements or recommendations before they enter into a contract.
Contract Template

Contractor ____, ____; Minnesota
(Note: Use your own legal title)
TRANSPORTATION SERVICES AGREEMENT

This agreement is made and entered into as of the ____ day of _____, (year), by and between Contractor ____, (city) ____ County, Minnesota, hereinafter called “Contractor” and ________, hereinafter called “Subcontractor.”

WITNESSETH

WHEREAS, Contractor has selected Subcontractor to provide the transportation services described herein; and

WHEREAS, Subcontractor desires to provide such transportation service to the Contractor,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. TERM

The term of this agreement shall commence July 1, xxxx and shall continue through June 30, xxxx. For Purposes of this Agreement, the term “Contract Year” shall mean each one year period commencing July 1 during the term of this Agreement. In addition, the Contractor parties reserves the right to negotiate extensions to the contract.

2. SCOPE OF SERVICES REQUIRED

Subcontractor shall, during the term of this Agreement, supply and maintain such number of vehicles and personnel as are required to fulfill Contractor’s needs for transportation services as described in the Specifications for Transportation Services. See Appendix B which is incorporated in this Agreement.

Or

Contractor shall provide and maintain the number of vehicles to fulfill the Contractor’s needs for transportation services as described in the Specifications for Transportation Services; the subcontractor shall provide the personnel to drive the vehicle. See Appendix B which is incorporated in this Agreement.

3. COMPENSATION AND BILLING
In consideration for services rendered hereunder, Contractor shall pay to Subcontractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

In consideration for services rendered hereunder, Contractor shall pay to Subcontractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto no later than 30 calendar days after the receipt of invoice.

(Best Practice: Contractor should establish a pay schedule)

4. ACCESSIBILITY

All services provided by the Subcontractor under this agreement must be performed to the satisfaction of the Minnesota State Council on Disability (MSCOD) and in compliance with the Americans with Disabilities Act and Section 508 of the Rehabilitation Act as determined at the sole discretion of MSCOD. The subcontractor shall follow Section 508 and Web Accessibility Initiative Guidelines (WCAG) when publishing public information about their operations such as hours and routes.

5. FUEL COST ADJUSTMENT (Optional).

Subcontractor shall furnish all fuel to be used in its performance of this agreement with copies of invoices to be provided to the Contractor monthly. Subcontractor’s “Base Fuel Cost” shall be $xx.xx per gallon (gasoline or diesel) exclusive of applicable federal gasoline taxes. The Subcontractor’s invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying (i) the number of gallons of fuel purchased by the Subcontractor for consumption in the performance of this agreement by (ii) the difference between the appropriate Base Fuel Cost and the average price per gallon of fuel paid during the month for which the invoice is issued.

(Best Practice: A fuel cost adjustment is highly recommended. While subject to negotiation, consideration should be given to implementing a fuel cost adjustment for both increases and decreases in fuel cost during each year of the term. Rural Urban Community Area (RUCA) determinations may be considered when negotiating fuel cost adjustment. RUCA uses population densities based on Zip Codes)

6. SUBCONTRACTOR RESPONSIBILITIES

Upon request, Subcontractor shall provide the Contractor with a “service plan for transportation services” preceding each Contract Year. Subcontractor shall work with Contractor’s Administration or designee in planning services and otherwise implementing the Agreement. The “service plan” must include at a minimum the following:

ICTC Model Transportation Contract
July 22, 2010
a. List of drivers, both primary and substitutes
b. List of vehicles that will be used in providing the contract services, along with equipment make, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
d. Insurance information required by the Agreement.
e. Staff training plan including materials and schedule.
f. Background checks policy and procedures.

(Optional) Contractor shall notify Subcontractor whenever changes are necessary in routes, stops, and schedules and Subcontractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from Contractor. The Subcontractor is encouraged to recommend changes in stops and routes and must receive prior Contractor approval before implementing said changes.

(Note: Contractor should determine who has routing and implementation/communication responsibilities)

7. RECORDS AND REPORTS

Subcontractor shall provide those reports and records, which may be reasonably requested by Contractor and necessary for proper payment, for evaluation of Subcontractor’s performance or for state and Contractor reporting hereunder. Reports may include, but are not limited to:
- Monthly billing for services rendered
- Revenues credited toward the service from passengers and from other sources
- Ridership Reports
- Driver Qualification Reports
- Background Check Reports
- Bus Inspections
- Crash Reports
- Incidents involving passengers transported under this Contractor
- Any uses of subcontracted providers to avoid interruptions of service
- Any interruption in service

8. STATUS OF SUBCONTRACTOR

In the interpretation of this Agreement and the relations between Subcontractor and Contractor, Subcontractor shall be construed as being an independent subcontractor hired to provide transportation services only. Neither Subcontractor nor any of its employees shall be held or deemed in any way to be an employee or official of the Contractor.
Subcontractor shall be responsible for, and hold Contractor harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

9. FEDERAL REGULATIONS

Contract should include a clause referencing any federal regulations relevant to the two contracting agencies.

10. INSURANCE

Subcontractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting Contractor, its board, officers, employees and agents, and Subcontractor, its drivers and other personnel. Subcontractor must provide the above referenced insurance with the following minimum limits:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Person</td>
<td>Bodily injury liability</td>
</tr>
<tr>
<td>$500,000</td>
<td>Property Damage liability $100,000</td>
</tr>
<tr>
<td>$1,500,000</td>
<td>Medical Payments Statutory Coverage</td>
</tr>
<tr>
<td>$5,000,000</td>
<td>Worker's Compensation Statutory Coverage</td>
</tr>
<tr>
<td>$5,000,000</td>
<td>Umbrella Liability</td>
</tr>
</tbody>
</table>

(Note: Refer to current state minimum requirement. Best Practice encourages Contractor to increase amounts.)

Subcontractor agrees to provide Contractor a certificate of insurance evidencing such coverage and designating Contractor as an additional insured. Worker’s compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to Contractor.

Volunteer drivers may need higher coverage than Minnesota laws provide when using their vehicle to provide transportation services. Volunteer drivers should check with their insurance carrier for minimum limits.

11. INDEMNIFICATION

Subcontractor shall hold Contractor, its governing board, officers and employees harmless and does hereby indemnify Contractor, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Subcontractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees. The Subcontractor also agrees to indemnify and
save the Contractor harmless from any claims involving personal injury or property
damage arising out of, or in the course of, Subcontractor’s acts in providing
transportation.

To the extent permitted by law, Contractor shall hold Subcontractor, its officers,
employees, agents, successors and assigns harmless and does hereby indemnify
Subcontractor, its officers, employees, agents, successors and assigns from and against
every claim or demand which may be made by any act neglect, default or omission of
Contractor, its governing board, officers, employees or agents, except to the extent that
such claim or demand arises from or is caused by the negligence or willful misconduct of
Subcontractor, its agents or employees.

12. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Subcontractor must show evidence of a non-discriminatory equal employment
opportunity program in the selection of employees that follow the guidelines established
by Contractor E.E.O. program. Such program must provide E.E.O. opportunities
regardless of person’s race, creed, sex, national origin, and sexual orientation, or any
other characteristic protected under state or federal law.

13. CONTRACT SECURITY (Optional)

Subcontractor may be required to furnish Contractor with performance security in an
amount of XX% of performance of Subcontractor’s duties under this Agreement. Such
contract security may be in the form of a performance bond or other security acceptable
to Contractor and Subcontractor. Contractor reserves the right to waive the performance
security.

14. FORCE MAJEURE

In the event Subcontractor is unable to provide the transportation services herein
specified because of any act of nature, civil disturbance, fire, flood, war, governmental
action, labor dispute involving Contractor personnel, picketing, strike, or lockout, or any
condition or cause beyond Subcontractor’s control, Contractor may excuse Subcontractor
from performance under this Agreement.

15. FAILURE TO DELIVER & PENALTIES

If for any reason acts of nature, fires, strikes, present or future laws, ordinances,
government orders, rules or regulations, prevent the Subcontractor from carrying out the
terms of this Agreement, Contractor shall have the right to hire others to continue service,
and operating expenses incurred will be deducted from payments owed to Subcontractor.

16. INCLEMENT WEATHER
In the event of inclement weather or impassability of roads, Contractor shall notify Subcontractor not later than xxx hours prior to such cancellation or delay. Should the number of days transportation is required decrease during the year, as a result of weather conditions, strikes, gas shortages and emergencies, the base contract will be decreased by the amount of the trip(s) decreased.

If services are cancelled because of inclement weather, the Subcontractor is responsible for returning passengers back to their original locations as weather permits.

(Best Practice: It is recommended that Contractor have a detailed cancellation/delay plan, including necessary reimbursement considerations. Both the contractor and subcontractor should have the option to determine if services should be canceled because of inclement weather.)

17. EMERGENCY RESPONSE PROGRAM

Subcontractor shall understand and participate in the Contractor Emergency Plan. In addition, Subcontractor shall develop and implement an emergency plan responsive to the Contractor Emergency Plan. Contractor may review and require changes or additions to this plan.

18. MANAGEMENT PERSONNEL (Optional)

The subcontractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the Contractor contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the Contractor Designee for purposes of service coordination. The Contractor expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Subcontractor shall inform Contractor of the name(s) and business address(s) of such management personnel. The Contractor reserves the right to interview and approve the Manager.

(Note: Depending on the size of your contractor and your expectations, you may want to add or modify this section.)

19. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Subcontractor shall employ a sufficient number of qualified drivers and support personnel to assure Contractor of continuous and reliable service. The Subcontractor will consistently conduct a proactive recruitment campaign and periodically update the Contractor on these efforts (may not be necessary to include). Subcontractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of Contractor. Accordingly, Subcontractor agrees that each driver shall be at a minimum:
a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a vehicle.
b. Be trained in disability awareness.
c. Have appropriate class license for driving vans or buses.
d. Passengers should not be utilized as drivers.
e. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration and the Federal Transit Administration in rendering transportation services regulated by that agency.
g. Meet any other criteria required by State law or by Contractor's policies, rules or regulations.

See Driver Criteria section for best practices.

Subcontractor shall hold each driver responsible for:

a. Supervising the safe loading and unloading of his or her vehicle at every pick-up and delivery point.
b. Maintaining current knowledge of all rules and regulations affecting the safe operation of the vehicle and standards of conduct.
c. Complying with all federal, state and local traffic laws while operating vehicle under this agreement.
d. Carrying appropriate identification at all times while on duty.
e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
f. Communicating to staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while passengers are on board. Training must include:

a. Safety operating procedures for the type of vehicle the driver will be driving
b. Emergency procedures
c. Passenger management procedures, including issues relating to passenger with disabilities
d. Relevant laws, rules of the road, and local safety policies
e. Passenger loading and unloading procedures

(Best Practice: These are state laws. Contractor may want to require longer or additional training.)
(Best Practice: Contractor may want to detail training for additional support staff including mechanics, and dispatchers.)

(Optional) An ongoing performance monitoring and assistance program should include:

ICTC Model Transportation Contract
July 22, 2010
a. Random drug and alcohol testing as it applies to the agency
b. Routine observance of employees to detect violations of drug and alcohol policy
c. Advance knowledge of routes, including substitutes
d. Route accuracy including proper stops and updated paperwork
e. Demonstrated driver-passenger professionalism
f. Competency in physically driving the assigned vehicle and equipment
g. Prescription and non-prescription drug use policy and procedures

Subcontractor shall take reasonable steps to prevent its employees from exposing any passenger to impropriety of word or conduct. Subcontractor shall not permit its drivers to smoke on the vehicle nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any vehicle. Subcontractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of a vehicle. Subcontractor shall enforce all Contractor Rules and Regulations in place. Upon request of the contractor, a subcontractor shall provide information on a driver’s prescription and or non-prescription drug use.

Subcontractor shall be responsible for hiring and discharging personnel employed by Subcontractor to perform its obligations hereunder; provided, however, that Contractor shall have the right to require Subcontractor to remove from service under this agreement any employee who, at Contractor’s sole discretion, is deemed unsuitable for the performance of transportation services for Contractor; and provided further that Contractor shall make such request in writing and state the reasons therefore.

20. EQUIPMENT

All vehicles supplied by Subcontractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Subcontractor shall maintain the vehicles used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards. Contractor reserves the right to request maintenance records at any time during Agreement.

(Best Practice: It is a recommendation that an age limit and replacement schedule are in place. Contractor may determine their own requirements. Factors to take into consideration could include annual mileage, current safety features, body condition of vehicles and replacement costs)

Here is an example of a replacement schedule:

Vehicles supplied by the Subcontractor will be no older on July 1 on any contract year, unless approved by Contractor, than:

25% - xx years old or newer
50% - xx years old or newer
75% - xx years old or newer
100% - xx years old or newer

Age of vehicle maybe determined by date indicated on manufacturer’s plate or date put into service.

Subcontractor shall provide vehicles in sufficient number to efficiently transport all passengers for whom Contractor orders services, including an adequate number of spares.

(Best Practice: Take careful consideration when determining the number of spare vehicles required. Also, Contractor may want to consider allowing older vehicles as spares with a certain age cut-off)

Vehicle shall be of sufficient capacity to permit every passenger transported to be seated in conformance with State laws at all times. Vehicles must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

(Optional) Properly working two-way radios shall be in each vehicle used to provide services under this Agreement.

(Best Practice: There are other options besides two-way radios. Be aware of what works best for your Contractor.)

Subcontractor must provide contingency plan for vehicles that operate beyond range of two-way radio signal.

21. FACILITIES AND STAFF

The Transportation Facility is located at __________. Subcontractor will house fleet, staff and perform maintenance at this facility.

-or-

The Contractor shall supply garage space for all transit vehicles, and storage for all parts, equipment and supplies reasonably necessary for the operation of the transit system. The Subcontractor shall provide staff and vehicles.

-or-

Contractor will provide facility upon signed lease agreement with Subcontractor (separate.) Lease agreement will be standard type triple net lease with Subcontractor being responsible for normal maintenance, taxes, insurance, and utilities. Base rent will be $x.xx.
(Best practice: Indicate whether space is currently being leased, the number of vehicles being stored, the location of the garage, who the lease is with, and the cost of the monthly lease.)

22. VANDALISM

Vandalism damages to Subcontractor’s equipment or facilities shall be the responsibility of Subcontractor.

23. ASSIGNMENT

The Subcontractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the Contractor.

24. DISPUT RESOLUTION

Contractor and Subcontractor agree to meet and make good faith efforts to resolve any disputes within ninety (90) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

25. CEASE AND DESIST

If any provision of this Agreement is found to be unsafe, illegal, unenforceable or void, then both the Contractor and the Subcontractor shall be immediately relieved of all obligations arising under such provisions. If the remainder of the contract is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

26. TERMINATION OF THE CONTRACT

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party ninety (90) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

27. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the contract to the “State” shall mean State of Minnesota.
28. **SURVIVAL**

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

29. **SEVERABILITY**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

30. **NOTICE TO PARTIES**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to Contractor shall be addressed to:

Transportation Coordinator
Contractor
Address

Director of Finance and Operations
Contractor
Address

Notices to Subcontractor shall be addressed to:

(Subcontractor)
Address

Either Contractor or Subcontractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.
31. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between Contractor and Subcontractor concerning the subject matter hereof. There are no prior representations, either oral or written, between Contractor and Subcontractor other than those contained in this Agreement.

Subcontractor and Contractor may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties. Any modification amendments shall be attached as an appendix to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ______ day of ____ 20xx.

XXXXXXX.

By: ___________________________ By: ___________________________
Officer of Subcontractor Contractor

By: ___________________________
Contractor

(Note: Appendix A, B, RATES, shall be attached)
Appendix A – Compensation and Billing

Sample

Please view the attached spreadsheet, Financial Plan Workbook (in Microsoft Excel format) for the second portion of this document. This spreadsheet was provided by Mn/DOT Office of Transit. The agency uses a similar spreadsheet as a means for subcontractors to request funds for a transportation service.

A subcontractor may use this spreadsheet as a tool to compile information for reporting purposes. In addition the spreadsheet will guide the subcontractor to budget and analyze the services provided. Subcontractors should use the Data Tab to enter actual amounts in the related fields. The amounts from the Data Tab will automatically be entered into the Report Tab for service analysis and reporting.

Financial Plan Workbook.xls
Appendix B – Scope and Services Required
Sample

The following is a sample document that describes the specifications for transportation services the subcontractor will provide. A subcontractor or contractor may modify this description according to the transportation conditions that exist.

DESCRIPTION OF TRANSIT SERVICE

General

[Enter Contractor] encompasses [DESCRIBE TERRITORIAL JURISDICTION] square miles and has a population (YEAR census) of approximately ####### residents. [Enter Subcontractor Name] is available to all potential users within the County/City/Multi-County description.

The available vehicles consists of # (spell out and numeric) vehicles. Current bus schedule available, subject to contractor authorization for any changes:

On weekdays, two buses provide Dial-A-Ride service beginning at 6:00 a.m. and ending at 6:00 p.m. This enables people who are unable to utilize the Deviated Route because of a disability or location to go to work, school, recreation appointments, etc.

Between 7:00 a.m. and 5:00 p.m. on weekdays, one additional bus provides service in [specify neighborhood area, city area, county area, etc] on specified Deviated Routes. These routes enable people to catch a bus by simply waiting at a designated stop or waving for a bus to pick up a passenger, from a street corner, along a designated route.

Two additional buses go into service at 8:00 a.m. on weekdays and operate on specified Deviated Routes until 4:00 p.m. to assist in transporting passengers during the busiest part of the day.

One additional bus operates on a Work Run Route (Subscription Service) during three separate daily periods, providing transportation to and from major employers in [specify neighborhood area, city area, county area, etc]. This bus alleviates strain on the system during peak periods.

On Saturdays, one bus operates on a Dial-A-Ride service from 9:00 a.m. to 5:00 p.m. and one bus operates on a Deviated Route from 11:00 a.m. to 3:00 p.m.

Holidays upon which bus service is not provided are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Approximately 24 volunteer drivers are on the roster to provide transportation during weekdays. Volunteer drivers provide transportation services to rural passengers when a
bus is not practical, when a passenger needs additional assistance in getting in and out of vehicle, or when the passenger needs transportation to a medical facility outside of the bus transit jurisdiction (not part of the public transit budget).
This reference is provided by the ICTC as a service to its Website users. Please refer to the Office of the Revisor of Statutes Website http://www.revisor.leg.state.mn.us/stats for more current statutory reference numbers and the full text of the statues or rules.
### Web Sites

<table>
<thead>
<tr>
<th>WEB ADDRESSES</th>
<th>INFORMATION AVAILABLE</th>
</tr>
</thead>
</table>
| 3 [http://www.leg.state.mn.us](http://www.leg.state.mn.us)  
  ➢ Statutes, Session Laws and Rules  
  ➢ Bill Search, Status, and MyBills | Statutes, Session Laws, and Rules Legislation |
| 5 [http://www.dot.state.mn.us](http://www.dot.state.mn.us) | Getting Around |
  ➢ Vehicles & Equipment  
  ➢ Traffic Safety | Recalls/Defects |
Model Contract Action Items
7/27/10

Recommended Action Items for the Council on Transportation Access to follow up on in regards to the Model Contract:

- Present to stakeholders from the Insurance Federation of Minnesota.

- Present to Department of Human Service.
  • Provider Enrollment and Provider Standard Initiative
  • Rate Setting Methodologies Initiative

- Present to stakeholders from transit associations.

- Review document for writing clarity, message and format.

- Disseminate document through list services, web postings, newsletters and member organizations.
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**Total Cost**

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EXHIBIT I
## 2005 Detailed Line Item Monthly Report

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### Special Funding

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