

**Georgia Transit Association Board Meeting  
Henry County Transit Conference Room  
January 13, 2014  
10:00 a.m. - 10:30 a.m. Executive Session  
10:30 a.m. - 2:00 p.m. Called Board Meeting**

**AGENDA**

|  |                              |
|--|------------------------------|
| Welcome  | Robert Hiett                 |
| Approval of December 10, 2013 Minutes  | Phillippa Lewis Moss         |
| President's Report   | Robert Hiett                 |
| 1. Introduction of new GTA Drop Box  |                              |
| 2. Update of GTA Financial Accounts  |                              |
| 3. Transition of Former GTA Executive Director   |                              |
| 4. Recruitment Efforts for New Executive Director or<br>Association Management Company |                              |
| 5. Summary of Board Assignments  |                              |
| Legislative Committee<br>Approval of 2014 Legislative Agenda                           | Robert Hiett & Scott Haggard |
| Communications Committee   | Tavores Edwards              |
| Membership Committee   | Butch McDuffie               |
| Adjourn Meeting  | Robert Hiett                 |

**Georgia Transit Association Board Meeting**  
**Location: Athens Classic Center Conference Room**  
**December 4 2013- 9:00am**

**ATTENDEES:**

GTA Staff:

Charise Stephens - Executive Director

GTA Board Members:

Blake Beach - *Treasurer (business)*

Rhonda Briggins - *(large urban)*

Regan Hammond *(at-large)*

Robert Hiatt - **Chair**

Rick Jones - *(small urban)*

Phillippa Lewis Moss - **Secretary** *(small urban)*

Donald Masiak *(rural)*

Crystal Odum-Ford *(government)*

Danny Saturday *(At-Large)*

Kathy Shealy *(small urban)*

Leigh Ann Trainer *(government)*

GTA Committee Members, Members:

Tom Bauer, Legislative Liaison

Kayla Cooper, Augusta Transit

Sharon Dottery, Augusta Transit

Scott Haggard, ARC, Co-chair, Legislative Cmte.

Patricia Hale, Athens Transit

Jerrod McCarthy, Chair-Mobility Mgmt Cmte.

Butch McDuffie, Chair-Membership committee

GTA Guests:

Robert Callahan, International Union of Atlanta

**Presidents Report – Robert Hiatt**

Robert Hiatt called the meeting to order at 9:10 a.m.

**Approval of the Minutes – Robert Hiatt and Phillippa Lewis Moss**

Phillippa Moss reviewed the September 16, 2013 minutes then asked for and received board approval. **(Attachment A)**

- Motion: Danny Saturday
- Second: Donald Masisak

**Treasurer's Report – Blake Beach (Treasurer) & Charise Stephens**

Blake Beach reported that GTA's IRS penalty was reduced from approximately \$6K to \$1600.

Blake indicated that the 2013 I-990 Form was submitted to IRS in a timely fashion.

He thanked Phillippa Moss and her staff for providing a Quick Books training to Charise Stephens. Blake noted that the Quick Books data had not been updated for the past year. The data needs to be entered in order for the software to properly reflect GTA's financial position.

Blake shared the FY'14 GTA Budget and Balance Sheet that Charise produced. **(Attachment B & C)**

Blake sought and received approval to accept the FY'14 budget

- Motion: Rick Jones
- Second: Donald Masisak

Blake reviewed a report which included the GTA FY'14 expenses to date **(Attachment D)**. He reminded the group that a \$10,430 CD will mature in December 2014.

At this point of the meeting, Robert recognized the presence of legislative advocate, Tom Bauer, and his guest, Robert Callahan, of the International Union of Atlanta. Mr. Callahan stated that his group is interested in creating a state-wide organization called Georgia for Better Transit. The goal of this new group would be similar to GTA in terms of their focus on reducing traffic congestion and increasing funding for Georgia transit agencies. Mr. Callahan announced that he would be joining GTA today. Mr. Bauer and Mr. Callahan excused themselves from the board meeting to attend other conference activities.

#### **Executive Director Report – Charise Stephens**

Charise's report consisted of the following:

Acknowledged that Blake had reported on three of the items originally assigned to her on the agenda.

Provided an overview of the various conference expenses to date adding that a lot of effort had been made by the planning team to reduce GTA conference costs. She thanked Macon Transit for printing several of the conference documents. The vendor that provided the awards provided a 50% discount. The hotel also provided one room for GTA.

Made three operational observations: 1) Funds received via GTA's Pay Pal account go directly to GTA's account with BB&T. More effort should be made to conduct GTA activities online. 2) An updated GTA budget had not been entered into Quick Books since 2011. 3) The process of updating the membership list has been very difficult. She thanked the board for its patience.

#### **Membership Committee – Butch McDuffie (Chair) and Charise Stephens, GTA Exec Director**

Butch spoke about the difficulty of collecting membership data. A lot of information on the membership spreadsheets he received had jumbled data such that names and companies did not match. The entire board will have to put forth an effort to update the membership list.

He explained that to increase membership, GTA members must approach local governments, counties, dialysis clinics, and vendors that do business with transit agencies.

#### **Mobility Managers – Jerrod McCarthy (Co-Chair) & Janae Futrell (Co-Chair)**

Jerrod provided an update on the River Valley Contract, and the ARC's one-click system that will be released in the summer of 2014. The workshop that he and Janine would be presenting during the conference would focus on transit's impact on the local economy.

#### **Communications & Marketing Committee – Regan Hammond (Co-Chair) & Tavoires Edwards (Co-Chair)**

Regan reported that the communications committee has been focused on planning the agenda for the GTA conference. In the coming months, the committee would work on the GTA list serve, website, and marketing materials. The committee would also look at creating a core set of business practices designed to streamline communications among GTA members.

**Annual Conference Committee – Daisy Wall (Co-Chair) & Danny Saturday (Co-Chair)**

Daisy indicated that some 170 persons were projected to attend the conference. The planning committee was successful in having sponsors cover much of the conference expenses. The committee wanted to preserve the membership funds for other expenditures GTA would incur throughout the year.

Daisy is committed to putting together a manual describing the process of putting together a GTA conference. She spent some time discussing with the group the pro's and con's of using software and other tools that can be used to plan future conference and events (Eventzilla, Facetime, Go to Meeting, etc.)

**Legislative Committee – Robert Hiatt (Co-Chair) & Scott Haggard (Co-Chair)**

Robert predicted that there would not be any significant transit discussions taking place at the state capital this legislative season. Issues such as transportation funding will likely resurface in 2015 in time for the 2016 elections.

Robert explained that there is a group of congressmen trying to put a spotlight on public transit funding. The group known as "Getting America to Work" is led by Congressman Grimes of NY and Congressman Lapinski of Illinois.

Robert asked that Butch McDuffie serve as the GTA's liaison to CTAA.

Robert reminded board members that an executive session was scheduled for Friday December 6<sup>th</sup> at 7:45am. The meeting was adjourned .

**Georgia Transit Association Board Meeting**  
**Middle Georgia Regional Commission Conference Room**  
**December 4, 2013 - 9:00 a.m.**  
**AGENDA**

|  |                                  |
|--|----------------------------------|
| Welcome & President's Report   | Robert Hiatt                     |
| Approval of the Minutes  | Phillippa Lewis Moss             |
| Treasurer's Report   | Blake Beach                      |
| Executive Director Report  | Charise Stephens                 |
| <ul style="list-style-type: none"><li>• FY 2014 Budget</li><li>• Current expense and revenue report</li><li>• Report of conference expenses to date</li><li>• Updated 2013 – 2014 Membership List</li><li>• Association Accounts</li></ul> |                                  |
| Membership Committee   | Butch McDuffie                   |
| Mobility Management  | Jerrold McCarthy & Janine Future |
| Communications & Marketing Committee   | Regan Hammond & Tavoires Edwards |
| Annual Conference Committee  | Daisy Wall) & Danny Saturday     |
| Legislative Committee  | Robert Hiatt & Scott Haggard     |
| Reconvene Meeting  | Robert Hiatt                     |
| Adjourn Meeting  | Robert Hiatt                     |

**NOTE: A GTA Executive Session will be held Friday December 6<sup>th</sup> at 7:45 a.m.**

GTA Balance Sheet  
Jan-14

**Assets**

Current Assets

Checking/Savings  
    Checking Balance           **\$5,361**  
Total Checking Balance

Accounts Receivable  
    Accounts Receivable       **\$35,000**  
Total Accounts Receivable

Other Current Assets  
    Suntrust CD               **\$10,600**  
    Undeposited Funds  
Total Other Assets

Total Current Assets           **\$15,961**  
Total Assets                   **\$50,961**

**Liabilities & Equity**

Liabilities

Current liabilities

    Accounts Payable           \$0  
Total Accounts Payable       \$0  
Credit Cards                 \$0  
    BB&T                       \$0  
Total Current Liabilities     \$0

Total Liabilities               \$0

Equity

Opening Bal. Equity  
Retained Earnings  
Net Income

Total Equity                   **\$15,961**

**Total Liabilities and Equity**           **\$15,961**

**GTA Profit and Loss Statement**

July 2013 through January 10, 2014

Ordinary Income Expense

|                    |                            |
|--------------------|----------------------------|
| Membership Dues    | 31553.71                   |
| Misc. Income       |                            |
| Program Fees       |                            |
| Annual Meeting     | 39002                      |
| Other              | 1,350 Deposits on Jan 10th |
| Total Program Fees |                            |

Total Income **71905.71**

Expenses

|                        |  |
|------------------------|--|
| Bank Card              |  |
| Credit Card Processing |  |
| Bank - Other           |  |

Total Bank Service Charges

Insurance

|                     |     |
|---------------------|-----|
| Liability Insurance | 965 |
|---------------------|-----|

Total Insurance **965**

Office Supplies

Postage

Professional Fees

|                        |        |
|------------------------|--------|
| Association Management |        |
| Consulting             |        |
| Travel & Meals         |        |
| Professional Fees      | 37,074 |

Total Professional Fees **37074**

Program Expense

|                |       |
|----------------|-------|
| Annual Meeting | 39154 |
| Board Meeting  | 100   |
| Legislative    |       |

Total Program Expense **39254**

Tax 0

|          |   |
|----------|---|
| Tax Prep | 0 |
|----------|---|

Total Tax 0

Telephone 0

Website 37

Tax Penalty 1638

Total Expenses **1675**

Net Ordinary Income **-7062.29**



**RESOLUTION FOR CHANGE IN SIGNATORY**

WHEREAS, the Georgia Transit Association (GTA) must maintain a business checking account in order to conduct the business of the association; and

WHEREAS, the Georgia Transit Association (GTA) utilizes the banking services provided through Branch Banking and Trust (BB&T); and

WHEREAS, the officers of the Georgia Transit Association (GTA) are authorized to manage and oversee the association checking account, modify or remove the association staff from the checking account, and make other checking account changes as necessary; and

WHEREAS, the Georgia Transit Association (GTA) President is the authorized representative of the Georgia Transit Association (GTA) Board of Directors; and

WHEREAS, the Georgia Transit Association (GTA) Executive Director serves at the pleasure of the Georgia Transit Association (GTA) Board of Directors, and manages the day to day affairs of the association, to include checking, and may be added or removed from the association checking account; and

NOW, THEREFORE LET IT BE RESOLVED THAT in supersession to all other resolutions passed earlier by Georgia Transit Association (GTA) in its meetings related to BB&T account number 0005241328165 in the name of the Georgia Transit Association (GTA), BB&T shall be authorized to honor all checks or payments signed or authorized by: (a) Robert Hiatt, GTA President (b) Danny Saturday, GTA Vice-President (c) Blake Beach, GTA Treasurer (d) Phillippa Lewis Moss, GTA Secretary.

NOW, THEREFORE LET IT BE RESOLVED FURTHER that (a) Dan Foth, GTA Executive Director and (b) Charise Stephens, GTA Executive Director, shall be removed from the Georgia Transit Association (GTA) checking account, and neither party listed shall be authorized to act as an agent of the Georgia Transit Association (GTA) as of January 1, 2014.

Duly signed and adopted by the President of the Georgia Transit Association (GTA) this 13th day of January, 2014.

\_\_\_\_\_  
Robert Hiatt, President

\_\_\_\_\_  
Phillippa Lewis Moss, Secretary





## RESOLUTION FOR CHANGE IN CERTIFICATE OF DEPOSIT SIGNATORY

WHEREAS, the Georgia Transit Association (GTA) must maintains a certificate of deposit (COD) account with SunTrust Bank; and

WHEREAS, the officers of the Georgia Transit Association (GTA) are authorized to manage and oversee the association checking account, certificates of deposit, or any other financial products; and

WHEREAS, the Georgia Transit Association (GTA) President, Vice President, Treasurer, and Secretary are the authorized representatives of the Georgia Transit Association (GTA) Board of Directors; and

NOW, THEREFORE LET IT BE RESOLVED THAT in supersession to all other resolutions passed earlier by Georgia Transit Association (GTA) in its meetings related to SunTrust Customer Number 5731241948 and COD Number 0059612 in the name of the Georgia Transit Association (GTA), SunTrust Bank shall be authorized to honor all changes or modifications requested by: (a) Robert Hiatt, GTA President (b) Danny Saturday, GTA Vice-President (c) Blake Beach, GTA Treasurer (d) Phillippa Lewis Moss, GTA Secretary.

NOW, THEREFORE LET IT BE RESOLVED FURTHER that (a) Kerima Haynes, GTA Executive Director and (b) Ron Hamlin, University of Georgia Campus Transit, shall be removed from the Georgia Transit Association (GTA) SunTrust accounts, and neither party listed shall be authorized to act as an agent of the Georgia Transit Association (GTA) as of January 1, 2014.

Duly signed and adopted by the President of the Georgia Transit Association (GTA) this 13th day of January, 2014.

\_\_\_\_\_  
Robert Hiatt, President

\_\_\_\_\_  
Phillippa Lewis Moss, Secretary



## RESOLUTION FOR CHANGE IN PAYPAL BUSINESS CONTACT

WHEREAS, the Georgia Transit Association (GTA) maintains an electronic payment system through Paypal.com; and

WHEREAS, the officers of the Georgia Transit Association (GTA) are authorized to manage and oversee the association checking account, certificates of deposit, Paypal account, or any other financial product; and

WHEREAS, the Georgia Transit Association (GTA) President, Vice President, Treasurer, and Secretary are the authorized representatives of the Georgia Transit Association (GTA) Board of Directors; and

NOW, THEREFORE LET IT BE RESOLVED THAT in supersession to all other resolutions passed earlier by Georgia Transit Association (GTA) in its meetings related to Paypal Merchant ID Number DSV2DAAU9XEV4 in the name of the Georgia Transit Association (GTA), Paypal.com shall be authorized to honor all changes or modifications requested by: (a) Robert Hiatt, GTA President (b) Danny Saturday, GTA Vice-President (c) Blake Beach, GTA Treasurer (d) Phillippa Lewis Moss, GTA Secretary.

NOW, THEREFORE LET IT BE RESOLVED FURTHER that (a) Charise Stephens, GTA Executive Director shall be removed from the Georgia Transit Association (GTA) Paypal account, and shall not be authorized to act as an agent of the Georgia Transit Association (GTA) as of January 1, 2014.

Duly signed and adopted by the President of the Georgia Transit Association (GTA) this 13th day of January, 2014.

\_\_\_\_\_  
Robert Hiatt, President

\_\_\_\_\_  
Phillippa Lewis Moss, Secretary



## GTA Board of Directors Meeting

January 13, 2014

### Communications & Marketing Committee Report

*Co-Chairs: Regan Hammond, ARC & Tavoires Edwards, Coweta County*

#### ❖ Legislative Day at the State Capitol

- **Developed "save the date" flyer for the event** – Thanks to Barry Golivesky (ARC Graphic Designer) for creating the flyer.
- **Updated the GTA website** – Regan included the Legislative Update flyer on the homepage and Legislation page of the GTA website.
- **Send out "save the date" to GTA listserv as well as email addresses obtained through the conference/membership committee** – Today, I will send out the "save the date" to the listserv and do an e-mail blast using the recently compiled GTA e-mail list that was developed by Regan last week.
- **Create display boards/handouts for event** – Will work with Scott and Rhonda on developing these for the event. Need some photos of transit buses!!! Send pictures to Regan and myself.

#### ❖ Committee Priorities

- **Website** – Will continue to perform some "clean-up" to the website to make it more concise, less cluttered, and user-friendly. Request that the Board be thinking other things to add to the website. *Phillippa – need final meeting minutes from December to add to the website. Daisy – need all 2013 conference presentations to add to the website (a few are posted on the web, but missing a lot more). Do we want to include the GTA budget on the website?*
- **E-mail Communications List** – Looking at a better system than the current e-mail listserv; exploring possibly using Google Groups, any available feature on GoDaddy, Eventzilla, EventBright or others. Will have this done by the end of January.
- **Publicizing GTA Events**
- **Reconvene the Communications & Marketing Committee** after Legislative Day to begin our 2014 action plan.
  - Develop GTA newsletter
  - Marketing and education materials related to GTA
  - Sponsors outreach



# GEORGIA TRANSIT ASSOCIATION 2014 LEGISLATIVE AGENDA

## STATE

**1. New Transportation Revenue Sources:** There remains a critical need for new sources of funding for Georgia's transportation infrastructure, including transit. While three out of 12 regions passed a new transportation sales tax in 2012, much of the state remains underfunded in this key area. Any new sources of funding should adhere to the following principles established by the Georgia Transit Association:

- *Purpose (use of proceeds) should include all modes of transportation, including transit;*
- *Allow for funding of transit operations;*
- *Supplement, not replace, existing funding; and*
- *Provide flexibility for all regions of the state to address their transportation needs.*

➤ ***SUMMARY: GTA urges the General Assembly to seek alternative sources of revenue to increase funding for all modes of transportation, including capital and operating support of public transit systems, both urban and rural.***

**2. State Funding for Transit:** Until this year's appropriation of monies to partially fund the GRTA Xpress commuter bus system in metro Atlanta, Georgia had remained one of nine states – and the only one of the ten most populous – that did not allocate state funds for public transit operations. Even with the GRTA funding, state contributions to transit are minuscule compared to the need, while both rural and urban systems struggle with vehicle replacements. In addition, over 100 rural and urban Georgia counties voluntarily participate in the public transit program, and they are investing in technology to improve service and greater operational cost efficiency.

➤ ***SUMMARY: GTA strongly recommends that the General Assembly create and appropriate monies to a permanent operating and capital assistance funding source for Georgia's rural and urban transit systems.***

**3. Regional Transportation Planning, Service Coordination and Governance:** Cost efficiencies and service enhancements can be gained by developing models of comprehensive regional transportation planning, service coordination and/or governance. The current federal transportation law, MAP-21, provides the opportunity for GDOT to designate regional transportation planning organizations, which would enhance planning, coordination and implementation of statewide long-range transportation plans and transportation improvement programs, with an emphasis on addressing the needs of nonmetropolitan areas of the state, as well as coordinate local planning, land use and economic development plans, and provide technical assistance. GDOT already contracts with some Regional Commissions (RCs) to carry out a limited scope of regional and rural transportation planning activities annually, including rural transit development plans, scenic byways planning, bicycle and pedestrian plans, evaluations, maps, education and outreach, and Safe Route to Schools Plans. And the Atlanta Regional Commission's Regional Transit Committee has endorsed concept legislation that would create a governance framework for the metro Atlanta region, and, on a voluntary basis, other regions statewide.

➤ ***SUMMARY: GTA requests the General Assembly pass legislation authorizing two or more counties to establish and fund a comprehensive regionalized transportation, governance, planning and delivery process, including the coordination of human services transportation.***



**4. Allow One or More Counties to Vote for a Dedicated Transit Sales Tax:** Current state transportation sales tax law does not provide all local governments the flexibility to create or operate transit systems outside their region, which might include multi-county transit projects such as express bus systems and commuter rail. Five counties in the Atlanta metro area are allowed to vote a dedicated sales tax for transit in the form of MARTA. Outside of these counties, however, other Georgia jurisdictions cannot vote to dedicate sales tax revenues to local or regional transit capital and operating expenses. In addition, leaders in Clayton County seek to have Clayton's sales tax limit raised so that they may propose to the voters a reinstatement of their previous bus service.

- ***SUMMARY: GTA urges the General Assembly to enact legislation authorizing one or more counties to vote a dedicated transit sales tax, and lift the sales tax cap in counties that are seeking an opportunity to propose transit service to voters.***

**5. Permanent Tax Exemption from Motor Fuel Purchases by Transit Systems:** Local transit systems must seek legislation to renew their exemption from paying motor fuel taxes (MFT) on a periodic basis. The current exemption will expire on June 30, 2015. However, certain other governmental entities in Georgia enjoy a permanent exemption from sales taxes and the MFT. This inequity should be addressed.

- ***SUMMARY: GTA requests that the General Assembly enact legislation establishing a permanent exemption from taxes paid on motor fuel purchases by transit systems.***

## **FEDERAL**

**1. MAP-21 Surface Transportation Reauthorization:** Congress in 2012 passed a bipartisan reauthorization for federal transportation programs which authorized funding levels and program structure through FY 2014, and which made several changes positively impacting Georgia's transit systems. The bill consolidated some programs and streamlined others, and as Congress begins discussing a successor bill, it is important to factor into future legislation the results "on the ground" from MAP-21 changes, including the elimination of the JARC and New Freedom programs, so that funding levels remain at least consistent with prior years. In addition, the Federal Transit Administration has not been timely with guidance on new policies and procedures.

- ***SUMMARY: GTA urges the Georgia delegation to support a MAP-21 successor bill that continues to ease the compliance burden on transit systems while maintaining existing levels of funding.***

**2. Allow Motor Fuel Purchases with Federal Capital Funds:** Both urban and rural transit systems are paying some of the highest fuel prices ever, and they continue to face other funding challenges. Further flexibility in use of federal transit capital funds would assist all transit systems in meeting these challenges.

- ***SUMMARY: GTA urges the Georgia Congressional Delegation to support necessary changes, whether regulatory or legislative, to allow transit systems to use federal capital funds to purchase motor fuel.***



# Georgia Transit Association Executive Director Position

## THE ORGANIZATION

Georgia Transit Association is a non-profit organization dedicated to improving public transportation in the state of Georgia. The organization represents the legislative interests of rural and urban public transit entities; provides a forum for the exchange of information, ideas and experiences; works toward securing adequate and stable funds for public transit; and promotes a positive image for transit throughout Georgia. GTA is headquartered in Atlanta, Georgia.

Georgia is one of just nine states that do not provide operating assistance to its public transit operators. Of the ten most populated states, not only is Georgia the only state not providing operating assistance to transit, it also only provides \$.60 (down from \$.72 in 2003) per capita for direct financial assistance to public transportation. Our neighbor to the South, Florida, by contrast spends \$5.49 per capita, and New York spends the most with \$91.88 per capita.

The State of Georgia does provide matching funds for Federal Capital and Planning projects. However, declining Federal operating assistance coupled with restrictive state constitutional restrictions on transportation related user fees have pitted transportation systems and local communities in a struggle for scarce local funds, often generated by unpopular property taxes. The lack of stable sources of funds for transit systems translates into decisions to raise fares and cut services, resulting in a loss of ridership and the self-perpetuating loss of local support.

Our mission essential to the future health of public transportation in Georgia is the development and promotion of legislative agendas by the Georgia Transit Association. Quality of life, environmental concerns, economic development and personal mobility options are issues that can be greatly enhanced in this state by a balanced approach to transportation investment. The GTA supports consideration of a statewide infrastructure fee which could be used for all modes of transportation, including local streets and roads, sidewalks, thirteen member Board of Directors who are elected appointed based on membership tiers determined by operating budget levels. Board members serve annual terms and are eligible for re-election.

GTA's membership is composed of rural and urban transit agencies, private transit service providers, transit oriented businesses, governmental agencies, and citizens who support transit initiatives. Its members operate, express buses, fixed route buses, paratransit vehicles, and one light rail, The Georgia transit member agencies have estimated annual operating budgets of \$750 million collectively and estimated annual trips of 188 million. Most transit agencies are operated by local governments or quasi-governmental organizations.

GTA seeks to rebrand itself as the leader in Georgia's statewide public transit effort and to create strong, ongoing links to its supporters. The Association is transitioning to a new look designed to attract public attention to the organization and to the benefits of public transportation. The agency is being branded as the voice of an industry that sustains tens of thousands of jobs and creates hundreds of millions of dollars in economic activity.

# Georgia Transit Association Executive Director Position

## THE POSITION

The GTA ED (ED) is an independent contractor who serves at the pleasure of the Board of Directors, and reports directly to the GTA President

The GTA Board provides the association's strategic and financial direction. The GTA ED will be the GTA chief spokesperson and operating officer. Thus the ED will have overall operational responsibility for the GTA's programs, contracts, staff; and contract staff. The ED will implement the Association's legislative goals and objectives; provide oversight of the budget and contracts; advocate on behalf of the association and its members; establish and maintain relationships with stakeholders and regulatory agencies at the state and federal level.

GTA is seeking an ED who is well respected, knowledgeable and credible within the transit and transportation industry. In addition, the ideal ED candidate will be receptive to all perspectives and review all aspects of an issue in order to provide the GTA Board the best evaluation recommendations.

The ED must be able to present well-researched recommendations to the Board, with clear rationale, and implement programs and projects efficiently, effectively and on schedule. The ED will work closely with Georgia Department of Transportation (GDOT), Department of Human Services (DHS), other state agencies, regional agencies, public and private partnerships in order to secure resources and optimally utilize resources for the advancement of the Association's visibility, influence and reputation throughout the state and nation.

## Duties

- Ensure ongoing programmatic quality, program evaluation, and consistent quality of finance and administration, communications, and systems.
- Implement the GTA Strategic Plan.
- Develop an annual budget for the GTA Board's approval, then monitor and advise the Board on the budget monthly
- Implement GTA's Legislative Goals and Objectives.
- Represent and advocate for GTA and its members before the Georgia legislators and other GDOT, DHS and other state and federal agencies.
- Plan and coordinate at least four (4) full board meetings each year.
- Develop and assist the GTA Committee(s) required to implement the Strategic Plan.
- Create and distribute four (4) electronic newsletters to members and stakeholders.
- Work with the Annual Meeting Committee to plan and coordinate an annual Conference and a Mid-Year Professional Development Workshop.
- Determine the feasibility and then work with the Georgia Department of Transportation and other state, regional, local agencies as needed to plan, coordinate and hold a State Rodeo.
- Within the agreed upon budget, attend and participate in conferences and events to promote and represent GTA.
- Engage and energize board members, committees, partnering organizations, stakeholders, and regulatory agencies.

# Georgia Transit Association

## Executive Director Position

- Deepen and refine all aspects of communications—from web presence to external relations with the goal of creating a stronger brand.
- Establish and maintain relationships with stakeholders and regulatory agencies at the state and federal level.
- Use external presence and relationships to garner new opportunities.
- Recruit and obtain new members.
- Maintain and coordinate all administrative duties of GTA.
- Oversees coordination of the board meetings
- Maintains membership directory
- Execute special projects, as needed.

### Special Skills & Qualifications

- Bachelor's degree is desired, with an emphasis in transportation planning, urban planning public administration, business administration or a related field, or any combination of education, industry experience, training that demonstrates the ability to perform the duties expected; a Master's degree is very helpful.
- Five years of increasingly responsible executive-level experience, preferably with the transit industry. Nonprofit management experience is a plus.
- Excellence in organizational management with the ability to coach staff, manage, and develop high-performance teams, set and achieve strategic objectives, and manage a budget.
- Past success working with a board of directors with the ability to cultivate existing board member relationships.
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders.
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills.
- Action-oriented, adaptable, and innovative approach to business planning.
- Ability to work effectively in collaboration with diverse groups of people.
- Passionate, visionary, integrity, positive, mission-driven, and self-directed.

### THE COMPENSATION

The ED will be a GTA employee. The annual salary range is \$50,000 to ~~\$75,000~~\$60,000. GTA is not providing any health benefits at this time, but may in the future if membership or revenue growth increases.

### Bonus:

The ED may be eligible for an annual performance bonus, up to 10%, based on how well the ED grows the association membership and/or revenue growth.



# Georgia Transit Association Executive Director Position

## TO APPLY

If interested in this outstanding opportunity, please visit our website at [www.gatransit.com](http://www.gatransit.com) and follow the prompt to apply online by creating an applicant profile.

Hard copies of resumes may be mailed to the following address:

GTA Executive Director Search  
Attn: Robert Hiatt, GTA President  
P.O. Box 818  
Griffin, GA 30224

**The position will be announced on ~~February 15~~ \_\_\_\_\_, 2013, and will remain open until filled.**

Resumes will be screened according to the qualifications outlined above. Applications will be screened and ranked. The top candidates may be invited for interviews at a date to be determined. References will be contacted only following candidate consent. Candidates will be advised of the status of the recruitment following the selection of the ED.

Questions regarding this recruitment may be directed to Robert Hiatt via email: [rhiatt@threeriversrc.com](mailto:rhiatt@threeriversrc.com)

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2014, between Board of Directors of the Georgia Transit Association ("GTA") and \_\_\_\_\_ ("the Contractor") who resides at \_\_\_\_\_

- 1. Independent Contractor. Subject to the terms and conditions of this Agreement, the GTA hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
- 2. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate previously provided by the GTA and which is attached as Exhibit A, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the GTA.
- 3. Expenses. During the term of this Agreement, the Contractor shall ~~bill invoice and the GTA shall reimburse her for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. The GTA board will review the reimbursement request, and authorize payment for eligible expenses.~~
- 4. Written Reports. The GTA shall request that event plans, progress reports and a final results report be provided by the Contractor on a monthly basis, or as directed by the GTA President. A final results report shall be due at the conclusion of the contract year and shall be submitted to the GTA in a confidential written report at such time. The results report shall be in such form and setting forth such information and data as is reasonably requested by the GTA.
- 5. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during this engagement relative to the duties under this Agreement shall be the exclusive property of the GTA; and the Contractor hereby assigns all right, title, and interest in the same to the GTA. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized in rendering duties to the GTA are hereby licensed to the GTA for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the GTA to a wholly-owned subsidiary of the GTA.
- 6. Confidentiality / GTA Property. The Contractor acknowledges that during the engagement the Contractor will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the GTA and/or used by the GTA in connection with the operation of its business including, without limitation, the GTA's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees not to disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the GTA. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the GTA, whether prepared by the Contractor or otherwise, shall remain the exclusive property of the GTA. The Contractor shall not retain any copies of the foregoing

without the GTA's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the GTA, the Contractor shall immediately deliver to the GTA all such files, records, documents, specifications, information, and other items in possession or under the Contractor's control. The Contractor shall also provide a list of usernames and passwords for any software, electronic file storage site, business products, web hosting, or any other account of any type that is used for GTA business. The Contractor further agrees not to disclose retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the GTA and shall at all times preserve the confidential nature of her relationship to the GTA and of the services hereunder.

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6.7. Financial Management. The Contractor shall not use any GTA issued checking account or debit card for personal use, or for transactions that are not related to the GTA. Deductions from the Contractor's regular payment shall be deducted for ineligible expenses, and the GTA reserves the right to take further legal action if it is deemed to be necessary. The Contractor further agrees that no new credit, debit, or other financial account will be opened on behalf of the GTA without prior approval from the GTA board.

7.8. Conflicts of Interest; Non-hire Provision. The Contractor certifies that entering into this Agreement does not violate the terms of any agreement between the Contractor and any third party. Furthermore, the Contractor shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which the Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much productive time, energy and abilities to the performance of duties hereunder as is necessary to perform the required duties in a timely and productive manner. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage leaving the GTA's employment. Any employee, consultant, or contractor of the GTA or hire any such employee, consultant, or contractor who has left the GTA's employment or contractual engagement within one year of such employment or engagement. If requested, the Contractor shall produce a list of other clients that the Contractor represents so the GTA board can ensure there is no conflict of interest.

8.9. Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the GTA under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the GTA irreparable injury and damage. The Contractor expressly agrees that the GTA shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the GTA may have for damages or otherwise. The various rights and remedies of the GTA under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

9.10. Merger. This Agreement shall not be terminated by the merger or consolidation of the GTA into or with any other entity.

11. Termination. The GTA may terminate this Agreement, for cause or convenience, at any time. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to

comply with the written policies or reasonable directive of the GTA, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the GTA at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor. Any resignation notice submitted by the Contractor must be a minimum of a two week notice.

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14-12. Performance. The Contractor is responsible for executing the GTA operations, administration, and other capabilities at a satisfactory level. The GTA reserves the right to suspend, in part or in whole, payment to the Contractor for unsatisfactory performance, reduce payment, in part or in whole, for services or capabilities not rendered by the Contractor. The GTA President shall recommend any suspension or reduction in payment for performance to the GTA board, and, if approved, shall adjust payment accordingly.

14-13. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the GTA for any purpose. The Contractor is and will remain an independent contractor in relationship to the GTA. The GTA shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the GTA hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

14-14. Insurance. The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that she performs for the GTA.

14-15. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

14-16. Choice of Law. The laws of the state of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

14-17. Alternative Dispute Resolution. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Georgia in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

14-18. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

14-19. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

14-20. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the GTA.

14-21. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or

registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service

24.22. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

24.23. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

24.24. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Georgia Transit Association

Charise Stephens \_\_\_\_\_

By: \_\_\_\_\_  
Robert Hiatt, President

By: \_\_\_\_\_  
Executive Director (Contractor)

## Exhibit A

### CAPABILITIES, TERM, AND COMPENSATION

#### Capabilities

- Ensure ongoing programmatic quality, program evaluation, and consistent quality of finance and administration, communications, and systems.
- Implement the GTA Strategic Plan.
- Develop an annual budget for the GTA Board's approval, then monitor and advise the Board on the budget monthly
- Implement GTA's Legislative Goals and Objectives.
- Represent and advocate for GTA and its members before the Georgia Governor, Georgia legislators, and other GDOT, DHS and other state and federal agencies.
- Plan and coordinate at least four (4) full board meetings each year.
- Develop and assist the GTA Committee(s) required to implement the Strategic Plan.
- Create and distribute electronic communications newsletters to members and stakeholders.
- Work with the Annual Meeting Committee to plan and coordinate an annual Conference and a Mid-Year Professional Development Workshop.
- Determine the feasibility and then work with the Georgia Department of Transportation and other state, regional, local agencies as needed to plan, coordinate and hold a State Rodeo.
- Within the agreed upon budget, attend and participate in conferences and events to promote and represent GTA.
- Engage, energize, and execute tasks given by board members, committees, partnering organizations, stakeholders, and regulatory agencies.
- Deepen and refine all aspects of communications—from web presence to external relations with the goal of creating a stronger brand.
- Establish and maintain relationships with stakeholders and regulatory agencies at the state and federal level.
- Use external presence and relationships to garner new opportunities.
- Recruit and obtain new members.
- Maintain and coordinate all administrative duties of GTA.
- Oversees coordination of the board meetings
- Maintains membership directory
- Maintains GTA website, checking, and email accounts
- Execute special projects, as needed.

TERM:

The term of this agreement shall be from ~~June 3~~ \_\_\_\_\_, 20134 to ~~December 31~~ \_\_\_\_\_, 20134

COMPENSATION:

The annual compensation for this position is ~~Sixty five thousand~~ \_\_\_\_\_ (\$65,000) dollars per year, salary payments will be made every two weeks, and each pay period amount shall not exceed ~~Two thousand five hundred~~ \_\_\_\_\_ dollars (\$2,500) for services rendered.