Intergovernmental Agreement
City of Seneca, SC and the City of Clemson, SC July 2015 - June 2016 Transit Services

WHEREAS, The City of Seneca, South Carolina (Seneca) and the City of Clemson, South Carolina (Clemson) did in 2007 jointly enter into an Intergovernmental Agreement to allow the Clemson Area Transit (CAT) to extend transit services into Seneca and connecting to Clemson University and the City of Clemson, and,

WHEREAS, the City of Seneca has received ongoing South Carolina Department of Transportation and Federal Transit Administration "49 U.S.C. 5311 Rural and Small Urban Areas; and, 5309 & 5318 Bus and Bus Facilities" grant money for the operation and capital improvements to allow contractual services to be provided by Clemson Area Transit, and,

WHEREAS, both the City of Seneca and the City of Clemson would like to continue operations of the Clemson Area Transit and,

NOW, THEREFORE, this Contractual Agreement is entered into this 1st day of July, 2015 by and between the City of Seneca and the City of Clemson, South Carolina, for the purpose of operating the Clemson Area Transit to serve the citizens of the City of Seneca and upon mutual consent, members of certain nearby communities and Clemson University.

In consideration of the mutual promises as hereinafter stated the City of Seneca and the City of Clemson agree as follows:

I. TERM

A. The Contractual Agreement between the City of Seneca and the City of Clemson, South Carolina, dated July 1, 2015, is terminated effective June 30, 2016. This contractual agreement shall remain in full force and effect until the effective termination date or as stated in Item VII of this Agreement.

B. Seneca and Clemson will evaluate no later than April 30, 2016 the transit operations in order to determine whether to continue this agreement. To assist in the evaluation, the Transit Director will prepare and deliver to the Executive Committee of the Clemson Area Transit, by March 30, 2016:

- A proposed operating budget for the upcoming fiscal year
- A comprehensive capital improvement plan for the next two (2) fiscal years
- A projected operating budget of expenses and revenues for the next fiscal year

II. OPERATIONS AND SERVICES

A. *Operations*

The City of Seneca and the City of Clemson hereby agree to continue operations of the Clemson Area Transit. The CAT operating year shall be from the 1st day of July through the 30th day of June of the following calendar year.

B. *Services*

The City of Seneca and the City of Clemson are in agreement to the bus routes and timetable set forth in the annual service calendar that is attached to this agreement.

ITEM II.B.1

The calendar of service for the Seneca Routes is attached to the Agreement and include the Seneca Express route, the business route, and the residential route. Service is scheduled to occur on 254 calendar days and provide a total of 9,398 hours of buses in service.

Every year hereafter, the Seneca, the City of Clemson and other CAT partners will agree upon the bus routes, timetables and head ways to be mutually developed no later than April lst of each year.

Item II. B.1 may be amended at any time upon mutual agreement of the City of Clemson and the City of Seneca. Seneca and Clemson understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the Seneca residents and route ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Seneca and Clemson agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to accommodate ridership will be paid by the requesting Party through an amendment with all parties in agreement in accordance to the approval routing process. All external route changes, additions or deletions utilizing any grant funds matched by the Seneca contributions must be approved by the City of Seneca.

III. SUBSCRIPTION SERVICES FOR SENECA

Pursuant to changes by the FTA and SCDOT grant agencies, the City of Clemson will not provide charter service. However, Seneca desires to receive and pay for Subscription Transportation Services that will be provided during this contract period. Clemson Area Transit will receive subscription service requests from the Mayor, or his designee, and will not accept requests for subscription service from individual departments of the City of Seneca. CAT will make all possible efforts to schedule subscription services, but reserves the sole discretion in determining the availability and number of buses required for each request for Subscription Service. Clemson Area Transit shall not provide private charter services.

IV. FINANCIAL/EQUIPMENT COMMITMENTS

Neither party is obligated to any financial commitments for the Clemson Area Transit except as stated in this Agreement.

A. City of Seneca

1) For the provision of public mass transportation services through the Clemson Area Transit, the City of Seneca shall pay to the City, Seven hundred thousand three hundred forty-six dollars ($700,346) for the fiscal year beginning July 1, 2015 and ending June 30, 2016. The sum is due and payable in equal installments for each month

of this contract term ($58,362.16 each month by 15th of the month).

Subscription services in the amount of $7,000 shall be included in the monthly payment schedule, but said services shall be available at any time during the year.

A year-end Capital Reserve is currently in place in the amount of $30,000 (at the end of FY 13-14).

2) CAT will reimburse Seneca quarterly based on a reconciliation of diesel fuel charges versus actual electricity cost. The altered amount will be deposited in CAT's and Seneca's Capital Reserve on an approved division formula of fifty percent split. CAT will pay electric usage cost not to exceed $.10 rate. CAT will be exempted from demand rate charges as Seneca had agreed to pay these fees.

Any maintenance savings will be applied to depreciation cost for future operations and capital cost relating to electric bus and charging station maintenance.

B. City of Clemson

1) The City of Clemson will prepare a transit operational budget for the term of this agreement. See attachment A, hereby incorporated into this agreement as if fully set forth herein.

2) The City of Clemson will maintain a Clemson Area Transit enterprise fund account as part of its operating budget. In the event that this agreement is terminated, as provided in Section VII, below, the City will remit to the Seneca all funds paid by Seneca in the Clemson Area Transit enterprise account within thirty (30) days. Both parties recognize that reduced contributions from SC Mass Transit, increased fuel costs, increased repair and maintenance costs, and other unforeseen expenses have the potential of reducing financial operating reserves. Both parties understand that the proposed budget may require the use of unencumbered operating reserves to balance the proposed operating budget in FY 15/16.

3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Seneca pursuant to this Agreement, to include any and all revenues generated by the CAT operations from all financial partners.

4) The City of Clemson will purchase adequate vehicle insurance for all vehicles and will provide the City of Seneca with proof of insurance of the policy. A certificate of insurance will be provided by the City to Seneca prior to the commencement of the operation of a transit vehicle. The premium for this insurance will be paid out of the transit account maintained by the City.

5) The City shall operate CAT in accordance with the terms and conditions of this

agreement, including any amendments or modifications mutually agreed upon by the parties.

6) All Clemson Area Transit personnel must be employees of the City of Clemson.

V. ADMINISTRATION

A. Responsibilities

The primary responsibility for the overall implementation, operations and management of the Clemson Area Transit will rest with the City of Clemson. The City is responsible for adhering to the budget; any exceptions to the approved budget during the term of this agreement must be approved in writing by Seneca. The City will coordinate all operations information with the City of Seneca, Clemson University, and other CAT partners. All matters related to this agreement and the operation of the transit system shall be communicated to the Seneca Director of Planning.

B. Audit

On an annual basis, an independent certified public accounting firm, employed by Clemson shall perform a comprehensive audit of the Clemson Area Transit operations. Appropriate federal and state agencies, the City and the University shall be provided copies of the comprehensive audit report annually.

The City of Clemson shall provide copies of all financial and performance audits they initiate and whose scope includes CAT performed by State, Federal or other entities to Seneca annually.

C. SCDOT Terms and Conditions

The City of Seneca and City of Clemson mutually agree that the general terms and conditions contained in SCDOT, Mass Transit Terms and Conditions," included herein by reference, shall be followed subject to any additions, revisions, modifications, required by Federal Transit Administration, SCDOT, and/ or the State of South Carolina. Any violation of a requirement in the Mass Transit "Terms and Conditions" applicable to Clemson Area Transit or this project may result in penalties to the violating party. Requirements that do not apply to CAT or this project will not be enforced. Copies of the Terms and Conditions can be found on the SCDOT Division of Mass Transit web site.

VI. OVERSIGHT

A. Partnership Committee

A Partnership Committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. The Committee shall consist of:

Clemson University Associate Vice President for Campus Life
Clemson University Director of Transportation and Parking Services
Clemson University Chair of the Parking Advisory Committee
Clemson University Parking Advisory Committee Member
Clemson University Student Senate President or designee
Clemson University Graduate Student Body President or designee
Clemson University Student Body President or designee
Clemson City Administrator
One Clemson City Council member
One representative from each Contractual Participant of the Pendleton, Central, Seneca, and Tri-County Technical College.

The Partnership Committee shall meet as needed and hold an Annual Partner's Meeting. The Committee shall be responsible for, but not limited to, reviewing operations, rider-ship, budgets, revenues, expenditures, citizen complaints and suggestions, new service requests, grant requests and long range planning and capital improvement programs and to monitor the progress and development of the joint Clemson Area Transit. Minutes of each meeting shall be distributed to all Partnership Committee members by the Executive Director.

B. Transit Administrator

The City of Clemson's transit administrator shall apprise the Partnership Committee of all matters pertaining to CAT and will recommend to the Committee such actions and policies as are necessary for its efficient operation. The Transit Administrator shall receive advisory direction from the Committee, but will be governed by City policy and is responsible to the City of Clemson.

The Transit Administrator shall serve as the Committees contact and staff representative for CAT operations and shall provide the Partnership Committee with the following information quarterly:

- Operations reports
- Rider-ship for all routes
- Revenue/ expenditure reports
- Citizen complaints and suggestions
- New service requests
- Grant requests
- Long-range planning
- Capital improvement programs

VII. TERMINATION

This Contractual Agreement may be terminated by either party without penalty upon 180 days written notice.

Upon termination of this Agreement,

1. Should operations be ceased prior to full payment of any Seneca lease-purchase agreements for bus acquisition, Clemson agrees to perform its best effort to sell or reallocate capital equipment to reduce the lease-purchase liability of the City of Seneca.
2. Clemson will reimburse to Seneca any funds that had been paid to the City by Seneca during the year in which the termination occurred which had not yet been obligated, as well as any funds that have been reserved for future Capital purchases.
3. Upon any grant funding reduction or elimination of grant funds for the City of Seneca by South Carolina Department of Transportation or the Federal Transit Administration, neither party to this Agreement shall be required to provide funding to maintain operations and services and may be considered as a Special Exception allowing the early termination or modification of this Agreement.

VIII. INDEMNIFICATION

To the fullest extent allowed by law, the City of Clemson will and does hereby agree to indemnify, protect, defend, and hold harmless, the City of Seneca and its respective affiliated enterprises, officers, employees, City Council, representatives and agents from and against all damages, losses, liens, causes of action, suits, judgments, expenses and other claims of any nature, kind or description by any entity or person resulting from the operation of Clemson Area Transit under the performance of this agreement that are caused in part or in whole by any negligent act, negligent omission or misconduct of anyone employed by the City of Clemson or under the supervision of the City of Clemson officials.

APPROVED AND ACCEPTED BY:

CITY OF SENECA	CITY OF CLEMSON
By: _____	By: _____
Director of Planning Date	Transit Administrator Date
By: _____	By: _____
City Administrator Date	City Administrator Date
By: _____	By: _____
Mayor Date	Mayor Date

2015-2016 Seneca Route Service Calendar

JULY 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Full Service	22
Holiday Service	1
Weekends - No Service	8
Total Days	31
Total Service Days	22

AUGUST 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Full Service	21
Holiday Service	0
Weekends - No Service	10
Total Days	31
Total Service Days	21

SEPTEMBER 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Full Service	22
Holiday Service	0
Weekends - No Service	8
Total Days	30
Total Service Days	22

OCTOBER 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Full Service	22
Holiday Service	0
Weekends - No Service	9
Total Days	31
Total Service Days	22

NOVEMBER 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Full Service	19
Holiday Service	2
Weekends - No Service	9
Total Days	30
Total Service Days	19

DECEMBER 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Full Service	21
Holiday Service	2
Weekends - No Service	8
Total Days	31
Total Service Days	21

JANUARY 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Full Service	19
Holiday Service	2
Weekends - No Service	10
Total Days	31
Total Service Days	19

FEBRUARY 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

Full Service	21
Holiday Service	0
Weekends - No Service	8
Total Days	29
Total Service Days	21

MARCH 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Full Service	23
Holiday Service	0
Weekends - No Service	8
Total Days	31
Total Service Days	23

APRIL 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Full Service	21
Holiday Service	0
Weekends - No Service	9
Total Days	30
Total Service Days	21

MAY 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Full Service	21
Holiday Service	1
Weekends - No Service	9
Total Days	31
Total Service Days	21

JUNE 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Full Service	22
Holiday Service	0
Weekends - No Service	8
Total Days	30
Total Service Days	22

Total Days of Full Service:	**254**
Total Days of Holiday Service:	**8**
Total Weekend days of No Service:	**104**
Total Days Accounted For:	**366**
Total Days of Service:	**254**