Contractual Agreement
Town of Central, SC and the City of Clemson, SC
July 2016 - June 2017

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation and Federal Transit Administration grant money for the operation and capital improvements of this Clemson Area Transit, and,

WHEREAS, both the Town of Central 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, 2016 by and between the Town of Central, hereinafter sometimes referred to as "Central" and the City of Clemson, South Carolina, sometimes hereinafter referred to as "City" for the purpose of operating the Clemson Area Transit to serve the students, faculty and staff of Clemson University, Southern Wesleyan University, Tri-County Technical College, and the citizens of the Town of Central and the City of Clemson and upon mutual consent, members of certain nearby communities.

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

I. TERM

A. The Contractual Agreement between Central and the City of Clemson, South Carolina, dated July 1, 2016, is terminated effective June 30, 2017. 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. The City and Central will evaluate no later than March 30, 2017 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 April 30, 2017:

- A proposed operating budget for the upcoming fiscal year
- A comprehensive capital improvement plan for the next year

II. OPERATIONS AND SERVICES

A. Operations

Central 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

Central and the City of Clemson are in agreement to the bus routes and timetable set forth in the Red Route schedule.

Every year hereafter, The Town of Central, the City and other CAT partners will agree upon the bus routes, timetables and headways to be mutually developed no later than April 30th of each year.

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson and Central. The Town of Central and City understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the town ridership may involve additional costs beyond what has been budgeted for the year in question. Accordingly, Central and the City agree that any additional costs for any expansion of the agreed-upon bus route schedule and timetable to ridership will be paid by the requesting Party through an amendment to this agreement.

III. SUBSCRIPTION SERVICES FOR CENTRAL:

Pursuant to changes by the FTA and SCDOT grant agencies, the City of Clemson will not provide charter service. Clemson Area Transit will receive subscription service requests from the Town Administrator or his designee, and will not accept requests for subscription service from individual departments of Central. 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. Town of Central:

1) For the City's provision of public mass transportation services through the Clemson Area Transit, Central shall pay to the City, thirty two thousand seven hundred sixty dollars ($32,760) for the fiscal year beginning July 1, 2016 and ending June 30, 2017. This sum shall represent Central matching contribution of operating and administrative costs. The sum is due and payable in the amount of $16,380.00 due August 15, 2016, and $16,380 due January 6, 2017.

B. <u>City of Clemson</u>

1) The City of Clemson will prepare a transit operational budget for the term of this agreement.

2) The City of Clemson will maintain a Clemson Area Transit enterprise fund account as part of its operating budget.

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

4) The City, at every opportunity, shall apply for federal and state grants for the Clemson Area Transit. Any grant applications which commit Central resources shall be reviewed and approved by the Central Town Administrator prior to the grant application being sent

to the sponsor. All future transit grant funds received by the City will be deposited into the Clemson Area Transit account.

5) The City of Clemson will purchase adequate vehicle insurance for all vehicles and will provide the Town of Central with proof of insurance of the policy. A certificate of insurance will be provided by the City to Central 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.

6) 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.

7) 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 all partners.

B. Audit

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

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 upon request.

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 and Seneca.

- A representative from Tri-County Technical College.

The Partnership 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 Committee members by the Transit Administrator.

B. Transit Administrator

The City of Clemson's transit administrator shall apprise the 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 Committee's contact and staff representative for CAT operations and shall provide the 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. City will reimburse to Central any funds that had been paid to the City by Central during the year in which the termination occurred which had not yet been obligated,
2. Upon any grant funding reduction or elimination of grant funds for Clemson Area Transit 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 extent permitted by law, the City of Clemson will and does hereby agree to indemnify, protect, defend and hold harmless, the Town of Central and its respective affiliated enterprises, officers, employees, 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:

TOWN OF CENTRAL

By: _____
Town Administrator Date

By: _____
Mayor: Date

CITY OF CLEMSON

By: _____
Transit Administrator Date

By: _____
City Administrator Date

By: _____
Mayor Date