Contractual Agreement
Town of Pendleton, 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 Pendleton 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 Pendleton, hereinafter sometimes referred to as "Pendleton" 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 the University, Tri-County Technical College, and the citizens of the Town of Pendleton, 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 Pendleton and the City of Clemson agree as follows:

I. TERM

A. The Contractual Agreement between Pendleton 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 Pendleton will evaluate no later than April 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 March 30, 2017:

- A proposed operating budget for the Pendleton Route for the upcoming fiscal year
- A comprehensive capital improvement plan for bus replacement on this route, as needed.
- A projected operating budget of expenses and revenues for the next year.

II. OPERATIONS AND SERVICES

A. Operations

Pendleton 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

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

ITEM II.B.1

The scheduling calendar for the Pendleton and Tri-County Technical College connector route to the CU Hendrix Center is attached to this Agreement. It calls for 3,048 hours of service to be provided over 254 days of service.

Every year hereafter, Pendleton, the City and other CAT partners will agree upon the bus routes, timetables and headways to be mutually developed no later than April 1st of each year.

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson and Pendleton. The Town of Pendleton 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, Pendleton 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 PENDLETON:

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 Pendleton. 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 Pendleton:

1) For the City's provision of public mass transportation services through the Clemson Area Transit, Pendleton shall pay to the City, fourty-five thousand dollars ($45,000) for the fiscal year beginning July 1, 2016 and ending June 30, 2017. This sum shall represent Pendleton's matching contribution of operating and administrative costs. The sum shall be billed on or around August 1, 2016 and is due and payable in the amount of $45,000.00 by January 2, 2017.

2) Pendleton understands and acknowledges that this agreement has been made possible by a one-time contribution by other CAT partners, including the Villages at Town Creek, Tri-County Technical College, Clemson University, and CAT reserve funds. These partners have agreed to work cooperatively during the next nine months to identify a sustainable and long-term financial arrangement to continue this CAT route.

B. City of Clemson

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. In the event that this agreement is terminated, as provided in Section VII, below, the City will remit to Pendleton all funds paid by Pendleton in the Clemson Area Transit enterprise account within thirty (30) days, if said funds are available.

3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Pendleton 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 Pendleton resources shall be reviewed and approved by the Pendleton 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 Pendleton with proof of insurance of the policy. A certificate of insurance will be provided by the City to Pendleton 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 Anderson 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.

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, Tri-County Technical College, the Town of Central and City of Seneca.

The Partnership Committee shall meet as needed and conduct an Annual Partners Meeting in April. 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 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 Partnership 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 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.

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 Pendleton and its respective affiliated enterprises, officers, employees, Trustees, 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 PENDLETON

By: _____
Town Administrator Date

By: _____
Mayor: Date

CITY OF CLEMSON

By: _____
Transit Administrator Date

By: _____
City Administrator Date

By: _____
Mayor Date