

**Contractual Agreement between  
Tri-County Technical College, Highpointe, LLC, and  
the City of Clemson, SC  
July 2016 - June 2018**

**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**, Tri-County Technical College, Highpointe, LLC and the City of Clemson would like to utilize fixed-route transit operations for the Bridge To Clemson program to be provided by Clemson Area Transit and,

**NOW, THEREFORE**, this Contractual Agreement is entered into this 1st day of July, 2016 by and between the Tri-County Technical College, hereinafter sometimes referred to as "Tri-County," Highpointe, LLC, hereinafter sometimes referred to as "Highpointe," 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 Tri-County, Highpointe, and the City of Clemson agree as follows:

**I. TERM**

- A. The Contractual Agreement between Tri-County, Highpointe, and the City of Clemson, South Carolina, dated July 1, 2016, is established as a two-year agreement and will be terminated effective June 30, 2018. 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, Tri-County and Highpointe will evaluate no later than July 30, 2017 the transit operations in order to determine whether to modify this agreement for the second year of the agreement. To assist in the evaluation, the Transit Director will prepare and deliver to Tri-County and Highpointe by June 30, 2017:
- A proposed operating budget for the Bridge Program Routes 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**

Tri-County, Highpointe 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**

Tri-County, Highpointe, 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 are attached to this contractual agreement and which coincides with the academic calendar of Tri-County.

**ITEM II.B.1**

The scheduling calendar for the Bridge Program and Tri-County Technical College fixed routes are attached to this Agreement. It calls for 5,088 hours of service to be provided over the Fall and Spring semesters of the Tri-County academic calendar.

Every year hereafter, Tri-County, Highpointe, and the City will agree upon the bus routes, timetables and headways to be mutually developed no later than August 1st of each year.

Item II.B.1 may be amended at any time upon mutual agreement of the City of Clemson, Tri-County and Highpointe. The parties understand that any subsequent changes that expand the bus route schedule and timetable to further accommodate the Bridge Program ridership may involve additional costs beyond what has been budgeted for the year in question.

Accordingly, the parties 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 HIGHPOINT AND TRI-COUNTY:**

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 a designated officer of Highpointe or Tri-County, and will not accept requests for subscription service from individual departments of Tri-County. 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. During the initial year of this Agreement, Tri-County and Highpointe will have available fifty (50) hours of total subscription service included within each fiscal year of this agreement at no additional cost. Subscription service above those hours shall be billed at \$65 per hour, but only if said service is available at the discretion of CAT.

**IV. FINANCIAL/EQUIPMENT COMMITMENTS**

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

**A. Highpointe:**

- 1) For the City's provision of public mass transportation services through the Clemson Area Transit, Highpointe shall collectively pay to the City, three hundred seventy five thousand six hundred eighty dollars (\$325,680) for the fiscal year beginning July 1, 2016 and ending June 30, 2017. This sum shall represent Highpointe and Tri-County's matching contribution of CAT's operating and administrative costs. The sum is due and payable in six equal amounts of \$54,280 and shall be paid on or around September 1, 2016; October 1, 2016; November 1, 2016; February 1, 2017; March 1, 2017; and April 1, 2017.

- 2) The payments associated with service for fiscal year 2016-2017 will be in accordance with the proposal that was provided to Highpointe, which is attached to this Agreement. Included within the financial summary is base route service (\$305,760), limited night service (\$49,920) and a contribution to the existing Pendleton Route (\$20,000). Financial grant matching credit in the amount of \$50,000 is included in the financial package. In the event that Tri-County and/or Highpointe desire to increase service hours, CAT will make attempts to accommodate said extensions of fixed route service at a cost of \$65 per hour.
- 3) Tri-County and Highpointe understands and acknowledges that this agreement has been made possible by an existing contract, including the associated Memorandum of Understanding (MOU), between said parties that involve both housing and transportation components of the Bridge to Clemson Program. These partners have agreed to work cooperatively during the two year-term of this agreement to plan for future potential changes related to Bridge to Clemson Program potential housing and transportation changes related to the Douthit Hills construction on the Clemson University campus that could alter CAT routes tied to the Bridge Program routes.

**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 Highpointe all funds paid for CAT services of this Agreement in the Clemson Area Transit enterprise account within sixty (60) days, if said funds are available for the unused balance of the annual scheduled routes at the time of termination.
- 3) The City of Clemson will deposit into the Clemson Area Transit account all funds received from Highpointe 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 Tri-County and Highpointe resources shall be reviewed and approved by officers of both parties prior to the grant application being used to benefit the parties to this agreement. 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 parties with proof of insurance of the policy. 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, Tri-County and Highpointe 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 exists and is 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 Town of 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 120 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 Tri-County Technical College, Highpointe, LLC 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:**

**Tri-County Technical College**

**CITY OF CLEMSON**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Transit Administrator Date

**Highpointe, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator Date

By: \_\_\_\_\_

Mayor Date



# Transit Schedule 2015-2016



*To be updated for 16/17 Academic Calendar*

Monday - Thursday TCTC Bus		
<i>Pick Up / Drop off: Next to Miller Hall</i>		
Highpointe	The Pier	TCTC
7:30AM	7:35 AM	7:50AM
8:30AM	8:35AM	8:50AM
9:30 AM	9:35AM	9:50AM
10:30AM	10:35AM	10:50AM
11:30AM	11:35AM	11:50AM
12:30PM	12:35PM	12:50PM
1:30PM	1:35PM	1:50PM
2:30PM	2:35PM	2:50PM
3:30PM	3:35PM	3:50PM
4:30PM	4:35PM	4:50PM
5:30PM	5:35PM	5:50PM
6:30PM	6:35PM	6:50PM
7:30PM	7:35PM	7:50PM
8:30PM	8:35PM	8:50PM
9:30PM	9:35PM	9:50PM
10:30PM	10:35PM	10:50PM

Monday - Thursday Clemson Bus		
<i>Pick Up / Drop off: South Palmetto Blvd Circle</i>		
The Pier	Highpointe	Clemson
7:00 AM	7:05AM	7:15 AM
8:00 AM	8:05 AM	8:15 AM
9:00 AM	9:05 AM	9:15 AM
10:00 AM	10:05 AM	10:15 AM
11:00 AM	11:05 AM	11:15 AM
12:00 PM	12:05 PM	12:15 PM
1:00 PM	1:05 PM	1:15 PM
2:00 PM	2:05 PM	2:15 PM
3:00 PM	3:05 PM	3:15PM
4:00 PM	4:05 PM	4:15 PM
5:00 PM	5:05 PM	5:15 PM
6:00 PM	6:05 PM	6:15 PM
7:00 PM	7:05 PM	7:15 PM
8:00 PM	8:05 PM	8:15 PM
9:00 PM	9:05 PM	9:15 PM
10:00 PM	10:05 PM	10:15 PM

Friday TCTC Bus		
<i>Pick Up / Drop off: Next to Miller Hall</i>		
Highpointe	The Pier	TCTC
7:30AM	7:35 AM	7:50 AM
8:30 AM	8:35 AM	8:50 AM
9:30 AM	9:35 AM	9:50 AM
10:30 AM	10:35 AM	10:50 AM
11:30 AM	11:35 AM	11:50 AM
12:30 PM	12:35 PM	12:50 PM
1:30 PM	1:35 PM	1:50PM
2:30 PM	2:35PM	2:50PM

Friday Clemson Bus		
<i>Pick Up / Drop off: South Palmetto Blvd Circle</i>		
The Pier	Highpointe	Clemson
7:00 AM	7:07 AM	7:30 AM
8:00 AM	8:07 AM	8:30 AM
9:00 AM	9:07 AM	9:30 AM
10:00 AM	10:07 AM	10:30 AM
11:00 AM	11:07 AM	11:30 AM
12:00 PM	12:07 PM	12:30 PM
1:00 PM	1:07 PM	1:30 PM
2:00 PM	2:07 PM	2:30 PM
3:00 PM	3:07 PM	3:30 PM
4:00 PM	4:07 PM	4:30 PM
5:00 PM	5:07 PM	5:30 PM
6:00 PM	6:07 PM	6:30 PM

Fall 2015 Schedule Modifications
Sept. 7: Clemson Services Only (Labor Day)
Oct. 12-13: No Transit Services (TCTC & CU Fall Break)
Nov. 25-27: No Transit Services (Thanksgiving Break)
Dec. 7: Final Day of TCTC Services (Winter Break)
Dec. 11: Final Day of CU Services (Winter Break)

Saturday and Sunday:
Van-on-Demand Services are available for a ride anywhere within 10 miles of Highpointe Call 864-444-3072

Capacity is limited and services are provided on a first-come basis  
It is necessary to be at the bus stop prior to the scheduled time

# Proposal for Bridge Student Transportation Routes to T.C.T.C. & C.U.



- **Base Service:**
  - o 2,352 hrs. – Fall Semester
  - o 2,352 hrs. – Spring Semester
  - 4,704 hrs. – Total
  - @ \$65 / hour
  - \$305,760**
  
- **Limited Night Service:**
  - o 6:30pm – 2:30am = 8 hrs.
  - X 3 nights /week (Thurs, Fri, Sat)
  - 24 hrs / week
  - X 16 weeks
  - 384 hrs.
  - @ \$65 / hour
  - \$24,960 – Fall Semester
  - \$24,960 – Spring Semester
  - \$49,920**
  
- **Contribution to the Existing Pendleton Route:\***
  - o **\$20,000**

Total CATbus Service = \$375,680

Less Grant Credit for Fixed Route Service = \$50,000

**Net Cost = \$325,680**

**Note:** In FY 2014, the City of Clemson received permission from SCDOT to retain 3 diesel buses that had previously been purchased by the City of Seneca and were being replaced by electric buses. At that time, CATbus reserved those buses and designated them for future service to the Bridge To Clemson transportation needs that were anticipated in conjunction with the housing of Bridge students to the Clemson University campus. It should be noted that these buses have only 3 years of useful life prior to the need for replacement. Therefore, the Bridge program will need to plan for a future financial match contribution for the replacement of these (former Seneca) buses that have been reserved for this use. Currently, the local match for one 40' diesel bus is approximately \$72,000.

\* This quote will ensure that the CATbus "Pendleton Route" will continue, for the Bridge students attending Summer sessions/classes, all year long.

200 West Lane, Clemson, SC 29631  
P: 864-654-2287 F: 864-652-2000  
[www.catbus.com](http://www.catbus.com)

*Clemson Area Transit is dedicated to  
excellence in serving everyone with safe,  
friendly and reliable public transportation.*