

**Contractual Agreement**  
**Town of Central, SC and the City of Clemson, SC**  
**July 2015 - June 2016**

**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, 2015 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, 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. The City and Central will evaluate no later than March 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 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 Item II.B.1 below.

ITEM II.B.1

Town of Central - SWU - Red Route Provided by CAT - FY11-12						
Route	Days of Week	Begins	Ends	Cost Per Hour	Total Costs	Total Hours
SWU - Red	Monday - Friday	7:00 AM	7:00 PM	\$ 65	\$ 195,000	3,000
SWU - Red	Monday - Friday	7:00 AM	7:00 PM	\$ 65	\$ 195,000	3,000
Total Route Costs					\$ 390,000	6,000
					x .20 route miles of Red Route	
Total Services Provided					\$ 78,000	1,200

Note: Each line item represents the cost of one bus running the SWU - Red Route, with approximately 1/5 of the route attributed to the Central portion.

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 1st 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, 2015 and ending June 30, 2016. 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 1, 2015, and \$16,380 due January 2, 2016.

##### **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.
- 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/expense 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

CITY OF CLEMSON

By: \_\_\_\_\_  
Town Administrator                      Date

By: \_\_\_\_\_  
Transit Administrator                      Date

By: \_\_\_\_\_  
Mayor:    Date

By: \_\_\_\_\_  
City Administrator                      Date

By: \_\_\_\_\_  
Mayor    Date



**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 1st 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: \_\_\_\_\_

Director of Planning      Date

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

Transit Administrator      Date

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

City Administrator      Date

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

City Administrator      Date

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

Mayor      Date

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

Mayor      Date

2015-2016 Seneca Route Service Calendar

JULY 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						4
5	6					11
12						18
19						25
26						

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						8
9						15
16						22
23						29
30						

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
						5
6						12
13						19
20						26
27						

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
						3
4						10
11						17
18						24
25						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						7
8						14
15						21
22						28
29						

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
						5
6						12
13						19
20						26
27						

Full Service	22
Holiday Service	2
Weekends - No Service	8
Total Days	31
Total Service Days	21

JANUARY 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
3						9
10						16
17						23
24						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
						6
7						13
14						20
21						27
28						

Full Service	18
Holiday Service	0
Weekends - No Service	8
Total Days	29
Total Service Days	18

MARCH 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						5
6						12
13						19
20						26
27						

Full Service	22
Holiday Service	0
Weekends - No Service	8
Total Days	31
Total Service Days	21

APRIL 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						2
3						9
10						16
17						23
24						30

Full Service	22
Holiday Service	0
Weekends - No Service	9
Total Days	30
Total Service Days	21

MAY 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1						7
8						14
15						21
22						28
29						

Full Service	20
Holiday Service	1
Weekends - No Service	9
Total Days	31
Total Service Days	21

JUNE 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						4
5						11
12						18
19						25
26						

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



## **AGREEMENT**

**Between**

**Clemson University and the City of Clemson, SC**

**July 2014 – June 2015**

WHEREAS, Clemson University and the City of Clemson, South Carolina, worked together to create the Clemson Area Transit (CAT) in 1996 to mutually benefit the students, faculty and staff of Clemson University and the citizens of the City of Clemson; and

WHEREAS, the City of Clemson has received ongoing South Carolina Department of Transportation (SC DOT) and Federal Transit Administration (FTA) grant money for the operation and capital improvements of CAT; and

WHEREAS, both Clemson University and the City of Clemson (collectively, the Parties) desire that the operation and service of CAT continue;

NOW, THEREFORE, this Agreement is entered between Clemson University (University) and the City of Clemson, South Carolina (City), for the purpose of operating CAT to serve the students, faculty and staff of the University, the citizens of the City and, upon their mutual consent, members of certain nearby communities.

Accordingly, the University and the City agree as follows:

### **I. TERM**

This Agreement is effective upon signature by all representatives for both parties and shall remain in full force and effect until June 30, 2015, or until terminated pursuant to the provisions of Section VII below; provided however that the terms of this Agreement are subject to renegotiation pursuant to Section X.

### **II. OPERATIONS AND SERVICES**

A. Operations. The Parties agree to continue operation of CAT. The CAT operating year begins on July 1 and ends on June 30 of the following year. This contract covers the period July 1, 2014 to June 30, 2015.

B. Services. The Parties agree to the bus routes and timetables set forth as Exhibit A to this Agreement.

The Parties agree to make best efforts to mutually develop routes, timetables and headways on or before April 1, 2015, if the Parties anticipate renewing this Agreement for a subsequent year.



The routes and timetables in Exhibit A may be amended from time to time by mutual written agreement between the University and the City. To the extent that such changes impact the costs, the University and the City will include the proper adjustment of those costs in the written agreement. All route changes, additions or deletions utilizing any funds matched by University contributions must be approved by the University.

### **III. COMPLIANCE WITH FEDERAL AND STATE LAWS, RULES AND REGULATIONS.**

CAT has sole responsibility for ensuring compliance with applicable federal and state laws, rules and regulations, including those regulations and rulings that relate to the prohibition of charter service by federally subsidized transit operations.

Pursuant to changes by the FTA and SCDOT grant agencies, the City of Clemson will not provide charter service. However, Clemson University 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 Director of Transportation and Parking Services, or his designee, and will not accept requests for subscription service from individual departments of Clemson University. 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. Additionally, CAT shall only utilize buses that were procured without state or federal grant funding for the provision of subscription service.

### **IV. USE OF CLEMSON UNIVERSITY TIGER PAW**

The University owns a federal trademark registration for the Tiger Paw mark. In addition, it maintains strong common law rights to the mark by way of its long, extensive, and continuous use of the logo in connection with various services, promotions and licensed merchandise. The Tiger Paw may not be used by a third party without the written approval of the University. The unauthorized use of the mark, or any confusingly similar version of it, may give rise to claims for trademark infringement, dilution, and/or unfair competition. To this point, under the law, such claims do not arise only when a third party uses an exact copy of the mark. Rather, a third party cannot use a design similar to that protected by the University (including, without limitation, a "reversed" version of the design or a design with slight variations) if such a use is likely to confuse the public as to affiliation with, or sponsorship, or approval by, they University.

The University grants CAT a royalty-free, limited license to use the actual Tiger Paw mark during the term of this Agreement. Such use must be without variation or manipulation, and it must be approved in advance by the University's Director of Licensing. If CAT uses the Tiger Paw, then the actual Tiger Paw mark must be used, along with the registration mark, with the Paw tilted to 1:00, and reproduced in either orange (PMS 165) or white. No

copy is permitted on the Tiger Paw. If CAT desires to reproduce the Tiger Paw on apparel or other items, the parties agree that CAT will use a local licensee from the list maintained by the University's Director of Licensing.

## **V. FINANCIAL/EQUIPMENT COMMITMENTS**

Neither party is obligated to any financial commitments for CAT except as stated herein:

### **A. Clemson University**

The University shall pay to the City \$856,500 as a matching contribution of operating and administrative costs for CAT. The sum is payable in the amount of \$428,250 due September 15, 2014, and \$428,250 due February 2, 2015.

Seasonal routes shall be finalized and posted as routes for Football ADA and Summer Orientation as campus calendars are finalized. The University shall pay to the City \$131,625 for these seasonal routes (Football ADA – 800 hours, Summer Orientation -1,225 hours for estimating purposes). The sum is payable in the amount of \$65,812.50 due September 15, 2014 and \$65,812.50 due February 1, 2015.

As a contribution to the Capital Equipment Reserve Account, the University shall pay to the City \$0.

Subscription services totaling 700 hours will be available to the University for the amount of \$45,500, to be paid in equal installments of \$22,750 due September 15, 2014, and \$22,750 on February 2, 2015.

A reconciliation of "Subscription Services, Football ADA and Summer Orientation routes" for FY13/14 has been completed and indicates a credit of \$39,650 due to the City of Clemson. (\$31,135 for Subscription, -\$2,665 for ADA and \$11,180 for Summer Orientation)The total credit, in the amount of \$39,650, shall be applied to the September 15, 2014 and February 2, 2015 payments in equal amounts of \$19,825 each.

The University will pay a one-time contribution to the Pendleton/Tri-County Technical College Connector route in the amount of \$15,000, with equal amounts of \$7,500 to be applied to the September 15, 2014 and February 2, 2015 payments.

Total contributions from the University for FY 2015 are \$1,088,275.

Payments are due as follows:

The total amount due on September 15, 2014 is \$544,137.50.

The total amount due on February 2, 2015 is \$544,137.50.

**B. City of Clemson**

- (1) The City has prepared a draft transit operation budget for the term of this Agreement, a copy of which is attached to this Agreement and will provide a final budget to the University upon its completion.**
- (2) The City will maintain a CAT enterprise fund account as part of its operating budget.**
- (3) The City will deposit into the CAT account all funds received from the University pursuant to the Agreement, to include any and all revenues generated by the CAT operation reserve accounts. In the event that the University chooses not to renew this Agreement, the City will prorate any and all related year-to-date operating expenses and reimburse the University any funds paid by the University up to the service termination date. In the event these related operating expenses exceed payments received from the University at the time of service termination, the City shall invoice the University, within 30 days of service termination, for payment of utilized but unpaid hours of service. The City will retain all other operational and capital purchase reserve amounts in the CAT enterprise account, not otherwise owed to the University under this Agreement. Those funds shall be utilized for the ongoing operation of the transit service.**
- (4) The City, at every opportunity, shall apply for federal and state grants for CAT, including grants pursuant to 49 U.S.C. §§ 5307, 5309, 5310, 5339, and 5340. Any grant applications which commit University resources shall be reviewed and approved by the University's Vice President for Student Affairs prior to the submission of the grant application to the sponsor or funding agency. All future transit grant funds received by the City will be deposited into the CAT account or a separate capital grant account if required as a condition of the grant award.**
- (5) The City shall carry a minimum of ONE MILLION DOLLARS (\$1,000,000) insurance coverage combined single limit for bodily injury and property damage per accident on all vehicles and will provide Clemson University with proof of insurance of the policy. A certificate of insurance will be provided by the City to the University's Office of Risk Management 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 properly executed amendments or other modifications mutually agreed upon in writing by both parties.**
- (7) All CAT personnel will be employees of the City, and it is the City's responsible to ensure that personnel who drive buses are properly licensed and trained.**

- (8) The City will maintain all buses according to best practices to ensure that they are fully operational, safe, clean and well-kept, and the City will use its best efforts to ensure that buses display accurate information on the marquis of each bus.
- (9) To allow for transit buses to be more precisely mobilized when needed and conserved when ridership demand is lower, the city agrees to the standard vehicle assignment schedule outlined in attachment XX. In the event that this vehicle assignment schedule deviates on any weekday, CAT will notify the Director of Parking and Transportation Services via email of the vehicles that were substituted immediately via email as soon as the actual buses are substituted.

## VI. ADMINISTRATION

- A. Responsibilities. The primary responsibility for the overall implementation, operations, and management of CAT belongs to the City. 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 the University. The City will coordinate all operations information with the University. All matters related to this Agreement and the operation of the transit system shall be communicated to the University by the Associate Vice President for Student Affairs responsible for parking and transit operations.
- B. Audit. The University shall have the right, upon request, to audit the records of the City and CAT as they pertain to this contract, including relevant computer files. The University agrees to provide the City with a copy of any such audit. The City agrees to provide the University with a copy of any audit initiated by the City which includes any aspect of CAT operations, equipment or facilities. The City Agrees to maintain records relating to this contract for a period of three (3) years from the date of final payment under this Agreement. This provision will survive expiration or earlier termination of this Agreement.
- C. Reports. In addition to the reports provided to the Transit Operations Partners Committee, the City shall provide the following reports to the University:
  - (1) Ridership Report: The City shall electronically provide a monthly summary of ridership in a spreadsheet format. Additionally, the University shall have access upon reasonable request to the daily ridership route logs and in the event such daily logs are maintained in an electronic format, the City shall upon request provide an electronic copy to the University.

(2) **Exception Reports:** The City shall deliver a summary report indicating any run on a scheduled route that was not started or completed detailing the reason for the cancellation, or early termination of the run on the route, within five (5) business days of the occurrence.

(3) **Financial Reports:** The City shall provide a monthly budget report to the University showing the revenues and expenses for CAT including line item detail of the Capital Equipment Reserve Account and the CAT enterprise fund account.

D. **Monthly Meeting.** The parties shall meet monthly on a mutually agreeable date to discuss operational matters, identify opportunities for efficiencies, and such other matters as the parties agree.

## VII. OVERSIGHT

A. **Transit Operations Partners Committee.** A committee will be established and maintained for the purpose of ongoing review and oversight of transit operations. This committee will consist of members designated by each of the local financial sponsors – municipal and university – of the CAT system, including:

- Clemson University Associate Vice President of Student Affairs
- Clemson University Director of Transportation & Parking Services
- Clemson University Chair of 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, Town of Central, City of Seneca, and Tri-County Technical College.

B. **Transit Administrator.** The City's Transit Administrator shall apprise the Transit Partners Committee (Committee) of all matters pertaining to CAT and will recommend to the Committee those actions and policies believed necessary for the efficient operation of CAT. The Transit Administrator shall receive advisory direction from the Committee but is ultimately responsible to the City and will be governed by City policy.

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, or upon request:

- (1) monthly operations reports;
- (2) ridership data for all routes;

- (3) revenue/expenditure reports;
- (4) citizen complaints and suggestions;
- (5) new service requests;
- (6) grant requests;
- (7) long-range planning; and
- (8) capital improvement programs.

## **VIII. TERMINATION**

This Agreement may be terminated by either party without penalty upon 120 days written notice.

Upon termination,

1. CAT assets shall be negotiated for division and transference to the University and to the City, subject to any necessary federal and/or state approval; and the City will reimburse the University any funds paid by the University during the year in which the termination occurred which had not yet been obligated.
2. Upon any reduction or elimination of grant funding for CAT by the SC DOT or by the FTA, neither party to this Agreement shall be required to provide funding to maintain operations and services. This event will be considered a Special Exception allowing the early termination of this Agreement, if the Agreement cannot be modified to continue operations without the grant funds at issue.

In the event of termination, capital purchase obligations defined in this Agreement shall remain in effect; all reserve and contingency funds in the City's CAT Enterprise Fund shall be used to satisfy the full payment of the capital purchase shown in this Agreement. After the revenue and contingency funds are fully encumbered to the debt of the capital purchase and a balance remains on this capital purchase, the University will assume the debt and ownership of the capital purchase referenced in this Agreement.

## **IX. LIABILITY AND INDEMNIFICATION**

To the extent permitted by law, the City of Clemson will and does hereby agree to indemnify, protect, defend Clemson University, and hold harmless, Clemson University 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.

**X. RENEGOTIATION**

Both parties agree to meet, review and consider changes that could be caused by grant funding changes, service level changes, ridership, and efficiencies including any potential amendments pursuant to Section II.B. of this Agreement. These meetings will occur in December 2014. In the event that one party believes a change is needed and the parties' representatives are not able to reach an agreement within thirty (30) days of the start of negotiations, the City's Mayor and the University's President shall meet at least once to make a good faith effort to reach agreement.

**APPROVED AND ACCEPTED BY:**

**CLEMSON UNIVERSITY**

**CITY OF CLEMSON**

By: \_\_\_\_\_  
Associate Vice President      Date  
Student Affairs

By: \_\_\_\_\_  
Transit Administrator      Date

By: \_\_\_\_\_  
Vice President      Date  
Student Affairs

By: \_\_\_\_\_  
City Administrator      Date

By: \_\_\_\_\_  
Vice President for Finance and Operations      Date  
Date

By: \_\_\_\_\_  
Date      Mayor

FY 15 Red Route Service											
Days of Week	Begin	Ends	# of Hours of Service	# of Days	# of Buses	Cost per Hour	Total Costs	Total Hours			
<b>Semester Service</b>											
Monday - Thursday	7:00 AM	9:00 PM	14.0	127	4	\$65.00	\$462,280.00	7,112			
Monday - Thursday	9:00 PM	3:00 AM	6.0	127	2	\$65.00	\$99,060.00	1,524			
(Holiday) Monday - Thursday	7:00 AM	6:30 PM	11.5	17	2	\$65.00	\$25,415.00	391			
Friday	7:00 AM	12:00 AM	17.0	32	4	\$65.00	\$141,440.00	2,176			
Friday	12:00 AM	3:00 AM	3.0	32	2	\$65.00	\$11,480.00	192			
(Holiday) Friday	7:00 AM	10:30 PM	15.5	3	2	\$65.00	\$6,045.00	93			
Saturday	7:30 AM	8:00 PM	12.5	29	2	\$65.00	\$47,125.00	725			
Saturday	8:00 PM	11:00 AM	4.0	29	4	\$65.00	\$30,160.00	464			
Saturday	12:00 AM	3:00 AM	3.0	29	2	\$65.00	\$11,310.00	174			
Sunday	7:30 AM	3:00 AM	19.5	28	2	\$65.00	\$70,980.00	1,092			
(Holiday) Sunday	2:00 PM	3:00 AM	11.0	4	2	\$65.00	\$5,720.00	88			
							Subtotal	\$912,015.00	14,031		
<b>Summer Service</b>											
Monday - Thursday	7:00 AM	6:30 PM	11.5	61	2	\$65.00	\$91,195.00	1,403			
Friday	7:00 AM	10:30 PM	15.5	14	2	\$65.00	\$28,210.00	434			
							Subtotal	\$119,405.00	1,837		
							Total Service Days:	315			
							PY 15 Red Route Service Cost	\$1,051,420.00	15,868		

FY 15 Tripper Service Analysis											
Days of Week	Begin	Ends	# of Hours of Service	# of Days	# of Buses	Cost per Hour	Total Costs	Total Hours			
Monday - Friday	7:00 AM	11:00 AM	4.0	137	2	\$65.00	\$71,240.00	1,096			
Monday - Friday	8:00 AM	11:00 AM	3.0	8	1	\$55.00	\$1,660.00	24			
Monday - Friday	2:00 PM	6:00 PM	4.0	137	1	\$65.00	\$35,820.00	548			
Thursday	10:00 PM	3:00 AM	5.0	32	1	\$65.00	\$10,400.00	160			
Thursday	12:00 AM	3:00 AM	3.0	32	1	\$65.00	\$6,240.00	96			
Friday	12:00 AM	3:00 AM	3.0	32	2	\$65.00	\$12,480.00	192			
Saturday	12:00 AM	3:00 AM	3.0	28	2	\$65.00	\$10,520.00	168			
							Total Service Days	177			
							Day Time Service Subtotal	\$109,420.00	1,868		
							Late Night Service Subtotal	\$40,040.00	616		
							Total FY 15 CU Extra Tripper Service Costs:	\$149,460.00	2,284		

FY 15 On-Campus Service Summary											
Days of Week	Begin	Ends	# of Hours of Service	# of Days	# of Buses	Cost per Hour	Total Costs	Total Hours			
Monday - Friday	7:30 AM	5:30 PM	16.0	145	6	\$65.00	\$665,500.00	8,700			
Monday - Friday	7:30 AM	5:30 PM	16.0	30	5	\$65.00	\$32,500.00	500			
							Subtotal:	\$598,000.00	9,200		
							Total On-Campus Service costs for FY 15:	\$598,000.00	9,200		