

RESOLUTION NO.: R-2010-102

Authorizing the City Manager to execute an Addendum to the Intergovernmental Agreement dated April 2009 Relating to the Interim Financing for the Central Midlands Region Transit Authority between Lexington County, Richland County, Central Midlands Regional Transit Authority and the City of Columbia

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 14th day of December, 2010, that the City Manager is authorized to execute the attached Addendum to the Intergovernmental Agreement dated April 2009 Relating to the Interim Financing for the Central Midlands Region Transit Authority between Lexington County, Richland County, Central Midlands Regional Transit Authority and the City of Columbia.

Requested by:

CMRTA _____



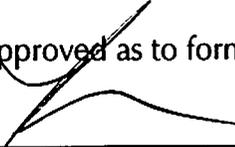
Mayor

Approved by:



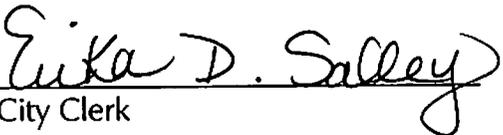
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 12/14/2010
Final Reading: 12/14/2010

STATE OF SOUTH CAROLINA) ADDENDUM TO INTERGOVERNMENTAL
) AGREEMENT DATED APRIL 2009 RELATING TO
) TO THE INTERIM FINANCING FOR THE CENTRAL
COUNTY OF LEXINGTON) MIDLANDS REGION TRANSIT AUTHORITY

This Addendum (this "Addendum") is made and entered into on the date set forth herein by and between the County of Lexington (hereinafter referred to as the "County"), and the County of Richland, City of Columbia, and the Central Midlands Regional Transit Authority (hereinafter referred to as the "Original Parties").

WHEREAS, the Original Parties entered into an Intergovernmental Agreement (the "Agreement") dated April 2009 to provide interim financing for the continued operation of the Central Midlands Regional Transit Authority (the "Authority"); and

WHEREAS, the County has agreed to contribute funds to continue the current transit services within the County; and

WHEREAS, the County desires to obtain the right to appoint one member to the Board of Directors of the Authority, said member to have full voting rights.

NOW THEREFORE, in consideration of the mutual agreements between the County and the Original Parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

Section 1. Terms of Agreement Affirmed.

Other than as modified by this Addendum, the terms of the Agreement between the Original Parties dated April, 2009 are hereby affirmed by all the parties set forth herein. This Addendum is intended to be a contract for services and is not intended to be an amendment or addendum to the Amended Agreement Re-creating a Regional Transit Authority within the Geographic Area of Richland County and the Municipalities therein to be known as the Central Midlands Regional Transit Authority.

Section 2. Financial Contribution of Additional Party.

(a) The County has agreed to pay to the Authority the amount of \$25,200.00 to cover the cost of the current transit services in the County from October 1, 2010 through December 31, 2010. The amount of \$16,800.00 shall be paid no later than November 30, 2010, with \$8,400.00 be paid by December 31, 2010. The County may obtain from the political subdivisions within the County such contributions towards these amounts as the County deems appropriate.

(b) The County shall contribute to the Authority a total of \$50,400 to pay the cost of transit services from January 1, 2011, through June 30, 2011. The County shall pay the amount of \$8,400.00, to the Authority no later than the 15th day of each month beginning January 15, 2011. The County may obtain from other political subdivisions in the County such contributions

towards these amounts as the County deems appropriate. If any payment required in this Section 2(b) is not made by the 15th day of the month, the Authority shall discontinue services within the County.

(c) The County acknowledges that the cost of fuel is a variable expense that the Authority cannot control. If the Authority's cost of fuel increases by 10% or more at any time during the term of this Addendum, the County will, upon evidence of such increase, pay a fuel surcharge in the amount of the cost increase.

(d) The County acknowledges that the level of DART utilization is a variable that the Authority cannot control. If the usage of DART for trips by the County residents increases by 10% or more at any time during the terms of this Addendum, the County will, upon evidence of such increase, pay the actual cost of the increased utilization.

Section 3. Services to be Provided

(a) The Authority shall continue to serve the areas of the County that are currently being served, which are routes 26 and 28, and shall include the DART service within a $\frac{3}{4}$ mile radius of the fixed route services. The County services shall run Monday through Friday of each week, 10.68 hours a day from October 1, 2010 through June 30, 2011. No service will be provided on Thanksgiving Day (Thursday, November 25, 2010).

(b) If the Authority reduces the services provided in the County, the financial contribution of the County shall be recalculated to reflect the reduction of service. Services within the County may be increased with consent of all parties to this Addendum, in which case the financial contribution of the County shall be recalculated to reflect the increase in service.

Section 4. Term.

The parties intend for this Addendum to be effective as of October 1, 2010, and continue through June 30, 2011.

Section 5. Section 5.02 and Section 5.07 of the Original Interim Financing Agreement.

Sections 5.02 and 5.07 of the Agreement are hereby amended to reflect the terms of this Addendum. Specifically, the current services within the County of Lexington shall be continued and not terminated, as set forth in those Sections.

Section 6. Voting Membership on Board of Directors.

To the extent allowed by law, the County shall be entitled to appoint one voting member to the Authority Board of Directors (the "Board"). The County shall determine the manner in which this appointment shall be made to take effect as soon as practicable after the execution of this Addendum. The appointee's term on the Board shall be terminated on June 30, 2011, unless the term is extended by the parties to the Addendum. The Original Parties will undertake efforts to make appropriate amendments to the Authority's Bylaws as necessary to allow for this appointment.

Section 7. Governing Law.

This Addendum shall be governed pursuant to the laws of the State of South Carolina.

Section 8. No Third Party Beneficiaries.

Nothing in this Addendum is intended to nor shall it convey any rights to any third parties.

Section 9. Entire Agreement.

This Addendum is the entire agreement between the parties herein. No oral statement or agreements are valid unless specifically set forth in writing herein. Any amendment to this Addendum shall be in writing and signed by the parties.

Section 11. Requirement of Participation.

The terms of this Addendum shall not be applicable unless all parties stated herein approve this Addendum.

(Signature Pages to follow)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of

_____, 2010.

WITNESS:

**COUNTY OF LEXINGTON,
SOUTH CAROLINA**

Witness to County of Lexington

BY: _____

Witness to County of Lexington

ITS: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2010.

WITNESS:

**CENTRAL MIDLANDS REGIONAL
TRANSIT AUTHORITY**

Witness to Central Midlands Regional
Transit Authority

BY: _____

Witness to Central Midlands Regional
Transit Authority

ITS: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of December, 2010.

WITNESS:

CITY OF COLUMBIA, SOUTH CAROLINA

Cari G. Auman
Witness to City of Columbia

BY:

MA Hunter

Erika D. Salley
Witness to City of Columbia

ITS:

City Manager

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2010.

WITNESS:

**COUNTY OF RICHLAND,
SOUTH CAROLINA**

Witness to County Of Richland

BY: _____

Witness to County Of Richland

ITS: _____