

ORIGINAL  
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RESOLUTION NO.: R-2024-043

*Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and The Comet in Connection with the Rapid Shelter Overflow Program*

BE IT RESOLVED by the Mayor and City Council this 18<sup>th</sup> day of June, 2024, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between the City of Columbia and The Comet in connection with the Rapid Shelter Overflow Program.

*(Funding Source: 1014501-636600)*

Requested by:

City Manager \_\_\_\_\_

Approved by:

  
City Manager

Approved as to form:

  
City Attorney

Introduced: 6/18/2024

Final Reading: 6/18/2024

Mayor



ATTEST:

  
City Clerk



Homeless Services/Rapid Shelter Columbia  
191 Calhoun Street, Columbia, SC 29201 • Phone: 803-376-3601

## MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY AND CITY OF COLUMBIA

This agreement (the "Agreement") outlines a contract between **The City of Columbia** and **Central Midlands Regional Transit Authority**, a regional transportation authority ("The COMET" or "Vendor"), in connection with the **Rapid Shelter Columbia Overflow** ("RSCO" or the "Program"), and is initiated under the following terms/conditions as of November 1, 2024 (the "Effective Date"):

### Section One: Funding Level, Period, Payment Schedule and Purpose

1. Subject to the terms and conditions set forth herein, CITY OF COLUMBIA agrees to contract with the Vendor up to \$56,603 for the period November 1, 2024 and ending April 1, 2025. Billing for services will be billed in five (5) equal payments of \$11,321 monthly at the beginning of each month beginning November 2024 and ending March 2025. Payment is expected within 30 days of bill date.
2. COMET will invoice CITY OF COLUMBIA monthly. COMET will provide a final invoice that reconciles payments to date with services rendered through April 1, 2025. If transportation to the RSCO is needed for more than 74 days, CITY OF COLUMBIA will negotiate additional services with COMET. Attachment A includes the budget.
3. Agency acknowledges that payments by CITY OF COLUMBIA are subject funding from the City of Columbia.
4. The funding may only be expended by Vendor to implement the Program.
5. The purpose of the contract is to secure transportation for adults to and from the Rapid Shelter Columbia Overflow for 74 days of operation between November 1, 2024 and April 1, 2025 during the morning and evening. The RSCO will provide shelter to people who are homeless from 5:45 p.m. to 7:30 a.m. on nights when the weather is forecast to drop below 40 degrees or as description below. A decision to open the RSCO will be made daily at noon and a designated staff person of the Midlands Housing Alliance will contact the designated contact at COMET daily regarding the opening. COMET agrees to provide the following services:
  - a) On nights that the RSCO is open, THE COMET will transport RSCO clients from the Sumter Street Transit Station located at 1745 Sumter Street to the Rapid Shelter Columbia Overflow (191 Calhoun) starting at 5:45 p.m. and ending by 7:15 p.m. or until all clients are picked-up using a combination of vehicles to accommodate up to 240 people daily



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- within the stated timeframes. The COMET will transport RSCO clients from the RSCO back to 1745 Sumter Street between 6:30 a.m. and 7:30 a.m.
- b) Transportation services to the RSCO will be provided for up to 74 days. If transportation to the RSCO is needed for more than 74 days, CITY OF COLUMBIA will negotiate additional services with COMET.
  - c) COMET agrees to provide a wheelchair vehicle each night the RSCO is open.
  - d) COMET will assist, as requested, with the annual homeless count held the last ten days of January 2025.
  - e) Drivers will attend an orientation conducted by Midlands Housing Alliance staff. The orientation will occur at the RSCO or other designated facility.
  - f) COMET will comply with all current CDC and DHEC guidance related to COVID-19, including any local ordinances and state laws that may be applicable.
  - g) To determine opening RSCO staff will determine and notify partners of opening by checking the National Weather Service website <http://www.weather.gov/> between 12-1pm daily using the 29201 zip code. The RSCO will open when this website is forecasting:
    - i. 40 degrees Fahrenheit or below;
    - ii. During the following designated holidays regardless of temperature: Thanksgiving, Christmas Eve, and Christmas Day;
    - iii. During the annual HUD required Point-in-Time Count (a date to be determined the last ten days of January 2025);
    - iv. 41-45 degrees Fahrenheit with 70% chance of rain after 5pm;
    - v. Severe Weather Conditions to include prolonged rain, severe thunderstorms, and tornado watch/warnings will be considered at the discretion of RSCO staff or at the request of CITY OF COLUMBIA or staff;
    - vi. CITY OF COLUMBIA will notify those necessary of the need for an additional overflow Center facility as soon as reasonably practicable.
6. Vendor is responsible for the expenditure of funds and the maintenance of adequate supporting records consistent with generally accepted accounting practices.
7. Vendor will maintain records and reports for a period of at least three years after receipt of final payment.

**Section Two: Representations and Warranties of Vendor, Termination**

- 1. The COMET is a regional transportation authority with its principal office located at 3613 Lucius Road, Columbia, SC 29201.



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2. The COMET may subcontract the work to a vendor to deliver the obligations of this Agreement.
3. Vendor shall hold harmless the CITY OF COLUMBIA from any damage or injury sustained by any person or property in any manner arising out of the administration, planning, development, conduct or implementation of the Program undertaken or in conjunction with the Program or any other programs operated by or associated with Vendor.
4. Vendor represents and warrants that it is in compliance in all respects with, and at all times will conduct its activities in compliance with, all applicable federal, state and local laws, regulations, ordinances and rules (the "Laws"). COMET vehicles must meet all city and state requirements that regulate transportation companies for Columbia, South Carolina. Vendor acknowledges and agrees that it is responsible for its own actions and the actions of its directors, employees, agents, representatives and clients, as the case may be. Vendor shall ensure that all funds provided to it by CITY OF COLUMBIA pursuant to this Agreement are expended in accordance with the Laws and this Agreement.
5. Either party may withdraw from this Agreement by providing written notice to the other party 15 days prior to such intended withdrawal. Upon such withdrawal, this Agreement shall be terminated.

**Section Three: Insurance Coverage**

1. COMET shall procure and shall maintain during the life of this contract, whether such operation be by itself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
2. Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the CITY OF COLUMBIA and City.



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3. Workers Compensation Insurance – COMET shall procure and shall maintain during the life of this contract, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker Compensation Insurance. COMET shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.
4. Liability Insurance - COMET shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property that may arise from or in connection with the performance of the work by The COMET its agents, or representatives, employees or subcontractors. The City of Columbia shall be named as additional insured on all liability insurance policies carried by COMET. A copy of the policy shall be submitted to CITY OF COLUMBIA prior to opening the Center.
  - a. Commercial General Liability Insurance: Coverage in an amount not less the \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.
  - b. Automobile Liability Insurance- \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

**Section Four: Miscellaneous Provisions**

1. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.
2. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions.
3. This Agreement is made and entered into in the State of South Carolina and shall be construed and enforced in accordance with the laws of the State of South Carolina. The parties consent to jurisdiction and venue in the state and federal courts for Richland County, South Carolina.



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4. This Agreement may only be modified by a written agreement duly signed by authorized representatives of both Vendor and CITY OF COLUMBIA. In order to avoid uncertainty, ambiguity and misunderstandings in their relationship, any amendments to this Agreement so agreed upon and executed shall be attached to this Agreement, and the parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements and representations between the parties with respect thereto.
5. Any waiver by a party of any breach or any term or condition hereof shall be effective only if in writing, and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition of this Agreement.
6. Nothing herein shall be deemed to create any partnership or joint venture between CITY OF COLUMBIA and Vendor. No party hereto shall make any representation or statement (whether oral or written) to any person or entity inconsistent with this paragraph.
7. The provisions of this Agreement are not intended to be for the benefit of any third parties, and no third party shall be deemed to have any privity of contract with any of the Parties hereto by virtue of this Agreement.
8. Each party to this Agreement covenants that at any time, and from time to time, it shall take such actions as may be reasonably requested by another party hereto to confirm or otherwise carry out the intent and purposes of this Agreement.
9. The article headings in this Agreement are inserted solely as a matter of convenience and for reference and shall not limit or control the meaning of any provision of this Agreement.
10. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but together shall constitute one and the same original.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THE COMET

By: Jackie Bowers (signature)  
Name: Jackie Bowers (print)

Director of Operations (title) Date: 6-13-2024

CITY OF COLUMBIA

By: Teresa B. Wilson (signature)  
Name: Teresa B. Wilson (print)

City Manager (title) Date: 6/25/2024

APPROVED AS TO FORM  
Teresa B. Wilson  
Legal Department City of Columbia, SC  
6/13/2024



**Appendix A**  
**CMRTA Comet**  
**Scope of Services**  
**November 1, 2024 through April 1, 2025**

<b>Description</b>	<b>Rate Per Hour</b>	<b>74 days</b>	<b>80 days</b>
Contractor @ 3.5 hours per day	\$87.55	\$22,675	\$24,514
Fuel	\$8.00	\$2,071	\$2,239
Security (\$40/hr, 2 guards)	\$80.00	\$20,720	\$22,400
Bus Stop Cleaning	\$44.50	\$3,293	\$3,560
Marketing	\$54.00	\$3,996	\$4,320
Admin Oversight	\$52.00	\$3,848	\$4,160
		<b>\$56,603</b>	<b>\$61,193</b>

**Monthly Cost:**            \$11,321            \$12,239

Requisition # R228220