

RESOLUTION NO.: R-2020-098

*Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia and the Central Midlands Regional Transit Authority Allocating and Delegating Responsibilities for Bus Stops with the City of Columbia*

ORIGINAL  
STAMPED IN RED

WHEREAS, The Central Midlands Regional Transit Authority surveyed over 1,200 bus stops in Richland and Lexington Counties, with approximately 500 being located within the limits of the City of Columbia; and,

WHEREAS, there has been no uniform system in place across Richland and Lexington Counties' jurisdictions that guides roles and responsibilities regarding bus stops in terms of maintenance; and,

WHEREAS, the term "bus stops" in this agreement shall include the various poles, signs, or furnishings (such as shelters, benches, lighting, waste receptacles) that are located in the public right of way and used to demarcate stopping points for buses or shuttles along designated routes; and,

WHEREAS, while most bus stops do not currently have a maintenance plan in place, Central Midlands Regional Transit Authority has an agreement in place with Creative Outdoor, or successor, that grants exclusive advertising rights and privileges on certain shelters in exchange for maintenance and revenues; and,

WHEREAS, due to these needs, the City of Columbia and Central Midlands Regional Transit Authority have formed a Memorandum of Understanding, attached hereto, regarding the maintenance of bus stops located within the City of Columbia; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 17th day of November, 2020 that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form approved by the City Attorney, allocating and delegating responsibilities for bus stops located within the City of Columbia to the Central Midlands Regional Transit Authority.

Requested by:

Assistant City Manager Simons

  
\_\_\_\_\_  
Mayor

Approved by:

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

Approved as to form:

T. A. Knox

\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 11/17/2020

Final Reading: 11/17/2020

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF COLUMBIA AND CENTRAL MIDLANDS  
REGIONAL TRANSIT AUTHORITY ALLOCATING AND DELEGATING RESPONSIBILITIES FOR  
BUS STOPS WITHIN THE CITY OF COLUMBIA

This Agreement is made and entered into by and between the CITY OF COLUMBIA (hereinafter "City"), and the CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY (hereinafter "The COMET").

RECITALS

WHEREAS, The COMET surveyed over 1,200 bus stops in Richland and Lexington Counties, approximately 500 are located in the CITY; and,

WHEREAS, there has been no uniform system in place across Richland and Lexington Counties jurisdictions that guides roles and responsibilities regarding bus stops in terms of maintenance; and,

WHEREAS, the term "bus stops" in this agreement shall include the various poles, signs, or furnishing (such as shelters, benches, lighting, waste receptacles) that are located in the public Right of Way and used to demarcate stopping points for buses or shuttles along designated routes; and,

WHEREAS, while most bus stops do not currently have a maintenance plan in place The COMET has an agreement in place with Creative Outdoor, or successor, that grants exclusive advertising rights and privileges on certain shelters in exchange for maintenance and revenues; and,

WHEREAS, due to these needs the City and The COMET have formed the following agreement regarding the bus stops in the CITY:

AGREEMENT

1. PROJECT COORDINATION.

A. CITY. The City Support Services Administrator is hereby designated the Project Manager for the City, and said Project Manager or designee shall supervise all aspects of the progress and execution of this Agreement.

B. THE COMET. The Transportation Planner II or designee is hereby designated the Project Manager for The COMET, and said Project Manager shall supervise all aspects of the progress and execution of this Agreement.

2. BUS STOP MAINTENANCE.

The COMET, upon the execution of this agreement, will assume maintenance, repair, and general upkeep responsibility for all bus stops within the City limits that were installed prior to the formation of The COMET (earlier than October 1, 2002.) The City, as the owners of the Right of Way, will provide routine maintenance to the path of travel associated with bus stops including street sweeping, striping, or curb painting, when requested and within a reasonable time frame on City owned streets. The COMET will coordinate with SCDOT for such services on SCDOT owned streets.

3. BUS STOP ENFORCEMENT.

Except as stated in other agreements, local law enforcement agencies shall enforce all state laws, local ordinances, and regulations governing bus stops and use of public right of way.

4. FURTHER AGREEMENT.

The COMET anticipates pursuing one maintenance contract for bus stops and shelters that they will maintain.

5. TERM OF AGREEMENT: TERMINATION.

The term of this Agreement shall be for one (1) year commencing at the time of full execution of this MOU. Within fifteen (15) days after such commencement, City and The COMET shall discuss the actual functions and operations under this Agreement and shall make any modifications they deem necessary and upon which they agree.

At the end of the term, the Agreement shall automatically renew for an additional one (1) year period on each successive January 1st unless one party provides written notice of termination to the other party thirty (30) days prior to the expiration of the current term.

6. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To City: Teresa B. Wilson  
City Manager  
Post Office Box 147  
Columbia, SC 29217

To The COMET: John C. Andoh, CCTM, CPM  
Executive Director/CEO  
Central Midlands Regional Transit Authority (The  
COMET)  
3613 Lucius Road  
Columbia SC 29201  
john.andoh@catchthecomet.org  
803.255.7087  
803.255.7113 fax

Copy to: Kelvin Keisler  
Support Services Administrator  
Support Services  
Post Office Box 147  
Columbia, SC 29217  
krkeisler@columbiasc.net  
(803) 545-3115

7. INDEMNIFICATION.

To the extent permitted by existing South Carolina law, and with no suggestion as to the enforceability of this provision, The COMET shall indemnify the City and hold harmless the City against all claims, suits, actions, judgments, losses, costs, expenses, including but not limited to attorney's fees, damages, and liability caused by, resulting from, or arising out of the negligent acts (including death), errors, or omissions of The COMET, its officers, agents or representatives. The City shall forward any claims filed against the City arising out of The COMET's performance of the work under this Agreement to The COMET to handle.

The COMET represents that it has, or will secure, at its own expense all personnel required in performing the Services under the Agreement. Such personnel shall not be employees of, or have any contractual relationship with the City. Further, The COMET and its personnel shall not hold themselves out or claim to be agents or employees of the City.

The City represents that it has, or will secure, at its own expense all personnel required in performing the Services under the Agreement. Such personnel shall not be employees of, or have any contractual relationship with The COMET. Further, the City and its personnel shall not hold themselves out or claim to be agents or employees of The COMET.

8. ENTIRE AGREEMENT: AMENDMENTS.

The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the City and The COMET. The City Manager, or designee, is authorized to alter or

