

RESOLUTION NO.: R-2013-079

*Authorizing the City Manager to execute a Transit Facilities Lease Agreement between the City of Columbia and the Central Midlands Regional Transit Authority*

BE IT RESOLVED by the Mayor and City Council this 3rd day of September, 2013, that the Mayor or the City Manager is authorized to execute the attached Transit Facilities Lease Agreement, or on a form to be approved by the City Attorney, between the City of Columbia and the Central Midlands Regional Transit Authority for lease of the Sumter Street Transfer Center and the Assembly Street Bus Shelter ("Transit Facilities").

Requested by:

CMRTA \_\_\_\_\_

  
\_\_\_\_\_  
Mayor

Approved by:

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

Approved as to form:

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

ATTEST:

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

Introduced: 9/3/2013

Final Reading: 9/3/2013

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF RICHLAND                )        **TRANSIT FACILITIES LEASE AGREEMENT**

**THIS TRANSIT FACILITIES LEASE AGREEMENT** (this "Agreement" or this "Lease"), is made effective as of the 1<sup>st</sup> day of July, 2013 ("Effective Date") between the City of Columbia, South Carolina, a body politic ("City") and the Central Midlands Regional Transit Authority, a regional transportation authority created pursuant to § 58-25-10, et seq., South Carolina Code of Laws, 1976, as amended ("CMRTA") (hereinafter collectively designated as the "Parties").

In consideration of the mutual covenants contained herein, and intending to be legally bound, City and CMRTA agree as follows:

**1. Premises.**

(a) Sumter Street Transfer Center. City hereby leases to CMRTA and CMRTA leases from City certain real property, with all improvements thereon and all appurtenances thereto, (the "Sumter Street Transfer Center") described as follows: Known as 1224 Laurel Street, Columbia, South Carolina, containing Three Thousand Four Hundred Sixty (3,460) square feet of heated/air conditioned space with approximately sixty eight (68) seats inside and sixteen (16) bench spaces outside.

(b) Assembly Street Bus Shelter. City hereby leases to CMRTA and CMRTA leases from City that certain real property, with the improvements thereon known as the "Assembly Street Bus Shelter" described as follows: Eight hundred fifty-five (855) square feet of sheltered space, partially enclosed with capability of having radiant heat and twenty (20) bench seats.

The Sumter Street Transfer Center and the Assembly Street Bus Shelter are hereinafter collectively referred to as the "Transit Facilities."

**2. Term.** The Term of this Agreement shall be for twenty years (20) years; provided, however, if the CMRTA ceases to use either of the Transit Facilities for purposes of delivering Transit Services, this Agreement shall terminate with respect to such Transit Facility no longer utilized by the CMRTA.

**3. Rent.** CMRTA agrees to pay to City as rent hereunder the sum of one and 00/100 (\$1.00) Dollars per year.

4. **Use.** CMRTA shall use the Transit Facilities exclusively in connection with providing Transit Services within its Service Area.

5. **Insurance.** CMRTA, at its expense, shall maintain in force during the term(s) of this Lease a general liability policy with a general aggregate amount of not less than \$1 Million in coverage including policy limits of not less than \$1 Million per occurrence, insuring the CMRTA against all liability arising out of the use, occupancy, or maintenance of the Transit Facilities. CMRTA will provide to the City a certificate of insurance evidencing coverage with the above policy limits. In addition, CMRTA will also provide to the City a certificate of insurance evidencing proof of workers compensation coverage for any employees of CMRTA or its subcontractors in or around the Transit Facilities described herein.

6. **CMRTA's Obligations.**

(a) CMRTA shall be responsible for proper use, care and maintenance of the Transit Facilities and at the termination of this Agreement will return the Transit Facilities to the City in substantially the same condition as on the date of this Agreement except for normal, reasonable wear and tear.

(b) CMRTA shall be responsible for all utility costs related to its operations of the Transit Facilities, including but not limited to electricity, telephone and water. The City will cooperate with CMRTA in obtaining the lowest possible utility costs.

(c) CMRTA will provide security for the Transit Facilities; provided, however, the City will enforce the law in accordance with proper and appropriate law enforcement policies and practices in and around the Transit Facilities.

7. **Condition of Premises.** The City and CMRTA have each inspected the Transit Facilities and are aware of the current condition of each. The CMRTA, at its expense, can make modifications, alterations and improvements to the Transit Facilities as necessary and appropriate for the delivery of Transit Services. If the City requests any modifications in the Transit Facilities, the CMRTA shall cooperate in making such requested modifications provided appropriate arrangements are made for the costs thereof.

8. **Assignment/Subletting.** The parties agree that this Agreement may be assigned by or the Transit Facilities may be sublet by the CMRTA to the actual operator of the Transit Services. This Agreement is not assignable to any other parties, in whole or in part, by City or CMRTA without the prior written consent of the other

Party, which consent may not be unreasonably withheld so long as the Transit Facilities continue to be used exclusively in providing Transit Services.

**9. Notices.** All notices, requests, demands and other communications under this Agreement must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by overnight delivery, and properly addressed as follows:

<b>City:</b>	The City of Columbia P. O. Box 147 Columbia, SC 29217 Attention: City Manager	<b>With a copy to:</b>	The City of Columbia P. O. Box 667 Columbia, SC 29202 Attn: City Attorney
<b>CMRTA:</b>	Central Midlands Regional Transit Authority Post Office Box 214 Columbia, SC 29202 Attention: Executive Director	<b>With a copy to:</b>	McNair Law Firm, P.A. Post Office Box 11390 Columbia, SC 29211 Attn: Francenia B. Heizer, Esquire

**10. Miscellaneous.**

(a) Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

(b) The captions of the various sections of this Agreement have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Agreement.

(c) This validity, interpretation and effect of this Agreement are governed by and will be construed in accordance with the laws of the State of South Carolina.

(d) This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(e) Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(f) If any paragraph, section, subsection, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, subsection, provision, sentence, clause or portion of this Agreement; and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties

hereby declare that they would have agreed to the remaining parts of this Agreement if they had know that such provisions or portions hereof would be determined to be illegal, invalid, or unenforceable.

(g) Terms defined in the Intergovernmental Agreement between the Richland County, Lexington County, City of Columbia, City of Forest Acres, and the Central Midlands Regional Transit Authority effective July 1, 2013, are used herein with the meanings assigned to them in said Agreement.

IN WITNESS WHEREOF, the City and CMRTA have executed this Agreement as of the date first above written.

WITNESSES:

*S. J. Daniels*  
*Erica D. Moore*

THE CITY OF COLUMBIA, SOUTH CAROLINA

By: *Teresa B. Wilson*  
Name: Teresa B. Wilson  
Its: City Manager

CENTRAL MIDLANDS REGIONAL TRANSIT  
AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Brian D. Newman  
Its: Chairman, Board of Directors