

RESOLUTION R-2010-083

**ORIGINAL
STAMPED IN RED**

*Authorizing the City Manager to execute an Addendum to Intergovernmental Agreement
Relating to the Interim Financing for the Central Midlands Regional Transit Authority
dated April, 2009*

BE IT RESOLVED by the Mayor and City Council this 29th day of September, 2010,
that the City Manager is authorized to execute the attached Addendum to Intergovernmental
Agreement Relating to the Interim Financing for the Central Midlands Regional Transit
Authority dated April, 2009 between the County of Richland, City of Columbia and Central
Midlands Regional Transit Authority to add the County of Lexington, City of Cayce, City of
West Columbia, Town of Springdale, Lexington Health Service District, Columbia
Metropolitan Airport and Central Midlands Technical College as additional parties.

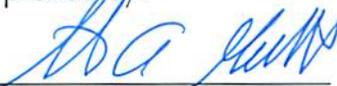
Requested by:

City Manager _____



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 9/29/2010
Final Reading: 9/29/2010

Section 3. Term.

The provisions for providing contributions by the additional parties shall be sufficient funds to continue the current routes in Lexington County (routes 26 and 28) for the time period of October 1, 2010 through June 30, 2011. The Lexington County routes shall run Monday through Friday of each week, 8.8 hours a day from October 1, 2010 through June 30, 2011. No service will be provided on Thanksgiving Day (Thursday, November 25, 2010).

Section 4. Area of Service.

The Authority shall continue to serve the areas of Lexington County that are currently being served, which are routes 26 and 28, and shall include the Dart service within a ¼ mile radius of the fixed routes.

Section 5. Increase in Passenger Fare.

There shall be an increase in the passenger fare for the Lexington County routes (route 26 and 28) from \$1.50 to \$2.00. There shall be no increase in the current cost of \$3.00 for passengers using the DART service, unless mandated by federal laws or regulations.

Section 6. Section 5.02 and Section 5.07 of the Original Interim Financing Agreement.

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

Section 7. Voting Member.

The additional parties herein shall be reinstated as voting members of the Authority upon payment of the contributions to the route of service as set forth herein.

Section 8. Governing Law.

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

Section 9. No Third Party Beneficiaries.

Nothing in the Agreement is intended to nor shall it convey any rights to any third parties.

Section 10. Entire Agreement.

This Agreement 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 agreement shall be in writing and signed by the parties.

Section 11. Requirement of Participation.

The terms of the addendum shall not be applicable unless all parties stated herein approve this Agreement.

THIS Agreement having been approved by County of Lexington at its regular meeting on the ____ day of _____, 2010.

James E. Kinard, Jr.
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

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

WITNESSES:

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.

CITY OF CAYCE, SOUTH CAROLINA

Witness to City of Cayce

BY: _____

Witness to City of Cayce

ITS: _____

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

**CITY OF WEST COLUMBIA,
SOUTH CAROLINA**

Witness to City of West Columbia

BY: _____

Witness to City of West Columbia

ITS: _____

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

**TOWN OF SPRINGDALE,
SOUTH CAROLINA**

Witness to Town of Springdale

BY: _____

Witness to Town of Springdale

ITS: _____

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

LEXINGTON HEALTH SERVICE DISTRICT

Witness to Lexington Health
Service District

BY: _____

Witness to Lexington Health
Service District

ITS: _____

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

COLUMBIA METROPOLITAN AIRPORT

Witness to Columbia Metropolitan
Airport

BY: _____

Witness to Columbia Metropolitan
Airport

ITS: _____

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

**CENTRAL MIDLANDS TECHNICAL
COLLEGE**

BY: _____

Witness to Central Midlands
Technical College

ITS: _____

Witness to Central Midlands
Technical College

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

**COUNTY OF RICHLAND,
SOUTH CAROLINA**

Witness to County of Richland

Witness to County of Richland

BY: _____

ITS: _____

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

CITY OF COLUMBIA, SOUTH CAROLINA

BY: _____

ITS: _____

Craig Armin

Witness to City of Columbia

Wika D. Salley

Witness to City of Columbia

[Handwritten Signature]

City Manager

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

**CENTRAL MIDLANDS REGIONAL TRANSIT
AUTHORITY**

Witness to Central Midlands
Regional Transit Authority

BY: _____

Witness to Central Midlands
Regional Transit Authority

ITS: _____