INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY

Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority

This agreement (this "Agreement") is made and entered into as of July 2, 2013, by and among Richland County, South Carolina ("Richland County"), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"); the City of Columbia (the "City of Columbia"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the "City of Forest Acres"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina ("Lexington County"), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the "CMRTA"), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. ("SCE&G"), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of $300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

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

SECTION 1

DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

"2002 Agreement" shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

"Board" shall mean Board of Directors of the CMRTA.

"City of Columbia" shall mean the City of Columbia, South Carolina.

"City of Forest Acres" shall mean the City of Forest Acres, South Carolina.

"Columbia City Council" shall mean the City Council of the City of Columbia, South Carolina.

"CMRTA" shall mean the Central Midlands Regional Transit Authority.

"Council" or "Councils" shall mean Richland County Council and Lexington County Council.

"County" or "Counties" shall mean Richland County and Lexington County.

"Enabling Act" shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

"Forest Acres City Council" shall mean the City Council of the City of Forest Acres, South Carolina.

"Lease Agreement" shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

"Lexington County" shall mean Lexington County, South Carolina.

"Lexington County Council" shall mean the County Council of Lexington County.

"Plan of Service" shall mean the Transit Services provided in the Service Area.

"Richland County" shall mean Richland County, South Carolina.

"Richland County Council" shall mean the County Council of Richland County.

"Rural Transit Services" shall mean administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County as contemplated by Federal

Transit Administration Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas.

"Service Area" shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

"Service and Performance Standards" shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

"State" shall mean the State of South Carolina.

"Transit Services" shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

"Transportation Penny" means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013. Available proceeds of the Transportation Penny is the amount of sales and use tax revenue after deducting administrative expenses.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling,

or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Aces, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service provides if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provided for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will work with the Central Midlands Council of Governments (CMCOG) to identify opportunities to provide Transit Services in connection with other counties contiguous to Richland County and Lexington County.

4.07. Rural Transit Services.

(a) The CMRTA is requesting that Richland County Council designate it as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through the South Carolina Department of Administration, which designation is necessary to enable the CMRTA to provide Rural Transit Services.

(b) Upon receiving such designation, the CMRTA shall:

(i) Work with the CMCOG, South Carolina Department of Transportation (SCDOT) and the Federal Transit Administration (FTA) to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(ii) Work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project by January 1, 2014, to provide Rural Transit Services in rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project will be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(iii) Work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the demand for providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(iv) Work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in

Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

(c) Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services.

4.08 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30th day (or as soon thereafter as practicable) of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

5.05 No Additional Financial Obligations. Other than amounts provided for pursuant to Sections 5.01 and 5.02 above, this Agreement imposes no financial obligations on any of the parties to this Agreement.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors ("Voting Directors") appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director ("Advisory Director") to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

(a) As much financial transparency as possible, within the parameters of standards in the transit industry;

(b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;

(c) A term of five years, with renewal options not to exceed five years; and

(d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, local, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

8.06 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of any further obligations under the terms of the 2002 Agreement.

8.07 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.08 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.09 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.11 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.12 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.13 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.14 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.15 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

Its: Chairman, Richland County Council

SEAL)

ATTEST:

By: _____

Its: Clerk to Richland County Council

Date: September 11, 2013

CITY OF COLUMBIA, SOUTH CAROLINA

By: Teresa Wilson

Its: Mayor or City Manager

SEAL)

ATTEST:

By: Erika Moore

Its: Clerk to Columbia City Council

Date: September 12, 2013

CITY OF FOREST ACRES, SOUTH CAROLINA

By: _____

Its: Mayor

SEAL)

ATTEST:

By: _____

Its: Clerk to Forest Acres City Council

Date: August 13, 2013

CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY

By: _____

Its: Chairman, Board of Directors

SEAL)

ATTEST:

By: Lillian H. Wood

Its: Secretary, Board of Directors

EXHIBIT A

ROUTE MAP

[SEE ATTACHED]

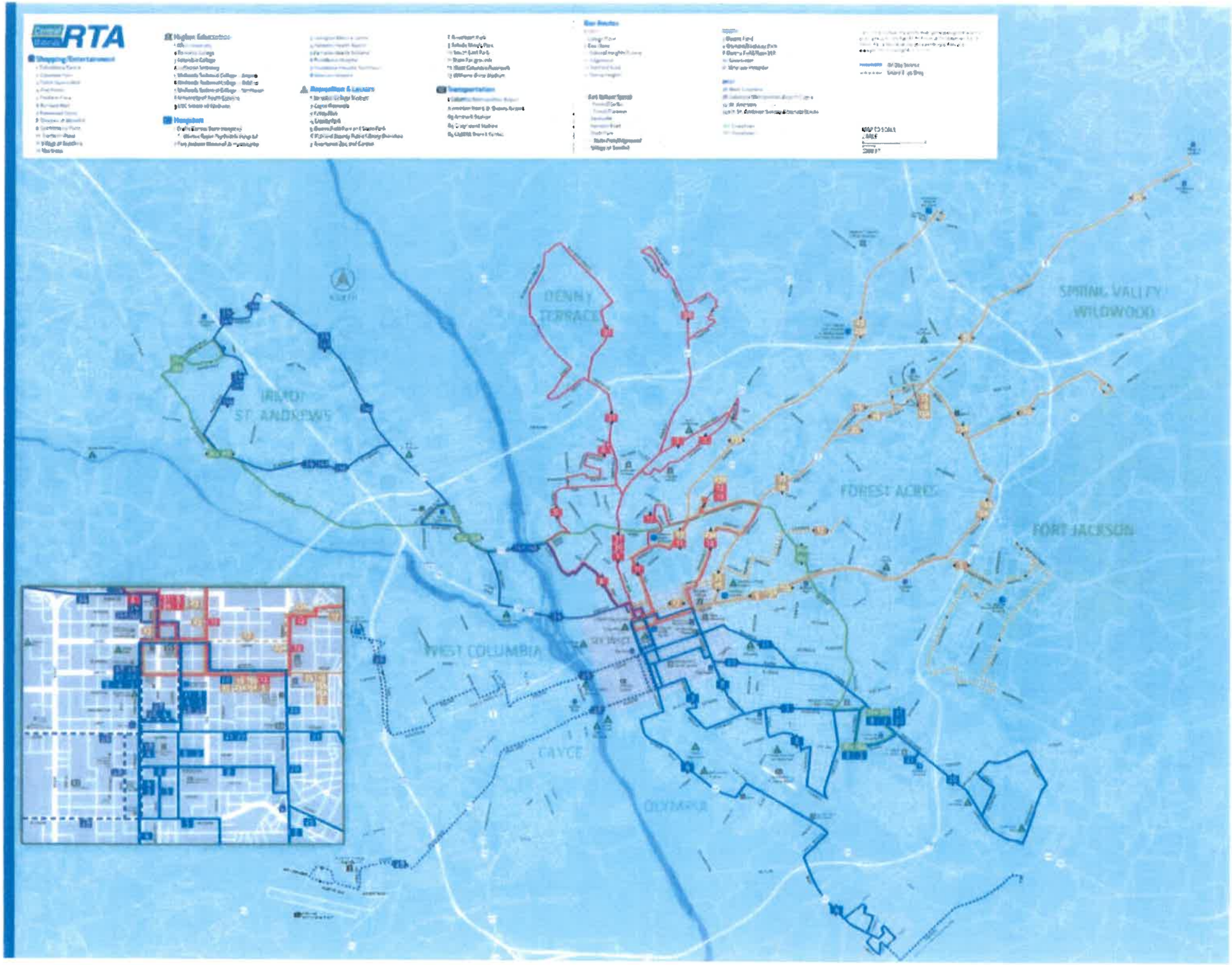
RTA
DENNY TERRACE
IRMO ST. ANDREWS
SPRING VALLEY WILDWOOD
FOREST ACRES
FORT JACKSON
WEST COLUMBIA
CAYCE
OLYMPIA

EXHIBIT B

VISION 2020

[SEE ATTACHED]

Central Midlands RTA
regional transit authority
operated by VEOLIA TRANSPORTATION

VISION : 2020

Operations Roadmap

Vision: 2020 presented by the Central Midlands Regional Transit Authority (CMRTA) proposes a new direction and approach to public transportation in the Midlands that will create a more innovative, connected and accessible system to facilitate a better quality of life for all Richland County citizens.

The conversion of compressed natural gas (CNG) as a new fuel source for the CMRTA's transit fleet will not only be a major investment in the infrastructure for CMRTA- helping the system save up to 40% of fuel cost while mitigating its impact on the environment, but it will also create much-needed infrastructure for the entire region that allows local businesses and governments to use and develop cleaner, American homegrown energy while boosting the economic development potential for the entire region.

The development of high-frequency service along high-capacity corridors will provide greater connectivity and added convenience for riders during peak hours so that they can get to work, school and retail in a more efficient manner.

The CMRTA will also restructure service to begin serving neighborhoods with lower-density routes with smaller buses to directly connect riders with the higher-capacity transit corridors. This change will enhance efficiency, provide opportunity for increased ridership and better connect neighborhoods to the downtown business corridors.

With new technologies and improved infrastructure the CMRTA will create a more intelligent transit system. Some of these measures include implementing the automated vehicle locator (AVL) and enhanced GPS- tracking to provide real-time arrival and departure information for riders so that they can more efficiently plan their trips using their smart phones or the

redesigned CMRTA website. And the new smartcard fare payment technology will allow riders to quickly and easily recharge their transit passes at terminals to speed rider commutes.

All of these innovations and service enhancements will enable a more robust, accessible service for the citizens of Richland County to live, to work and to play. Increased frequency, more coverage and greater connection will contribute to a higher quality of life for all.

The Central Midlands Regional Transit Authority's ***Vision: 2020*** reflects a new philosophy and approach to service. ***Vision: 2020*** is simply about growing ridership by providing amazing service for our transit riders while constantly attracting new customers and building community-wide support. By focusing on job connectivity, job growth and livable communities, CMRTA services will become a transportation *style*. ***Vision: 2020's*** operational plan targets improving existing services, creating new services and bringing about innovative technologies/infrastructure to support current and future riders. The changes include:

- **ENHANCED SERVICES:** High-Capacity Transit Corridors and Local Routes:
    - Traditional transit but with high frequency to make riding transit easy and convenient.
    - Ridership rates are well-above other routes with high demand for more services.
    - Enhancements target frequency, expanded evenings and restored Sundays.
    - Local routes will build on existing successful services and connect people with jobs and shopping. These services will see high frequency peak hours, as supported by ridership.
- **NEW SERVICE TYPE:** Limited Stop Express (LSE) Routes:
    - Travels along major metro transit corridors, stopping only at major intersections, transfer points, large employment areas and retail centers.
    - Limited Stop Express routes are designed to operate both directions to serve suburban and metro commuters. Initially, these routes will only operate during peak periods. Service will expand as supported by ridership.
- **NEW TECHNOLOGY:** Compressed Natural Gas (CNG):
    - Compressed Natural Gas (CNG): As part of its environmental commitment and emphasis on supporting American industry, CMRTA will actively pursue CNG as its fuel type for its transit fleet. CMRTA's leadership in this area brings considerable federal funds and investment that can act as a catalyst for alternative fuel use in the Midlands.

- By opening the first permanent natural gas fuel station to the Midlands, it opens to doors to other fleets from Richland County, City of Columbia, State of South Carolina, University of South Carolina and School Bus fleets.
- CMRTA will pursue a strong public-private partnership to bring CNG fuel to the retail market, allowing private citizens to purchase flex fuel, natural gas or hybrid-gas vehicles and fuel for local or regional travel. Emerging green technology—such as bio-gas production—will help establish new industries in the Midlands.
- Natural gas has lower tailpipe emissions, is a US-based fuel product that creates US jobs, costs about 40% less than diesel fuel and permits CMRTA to stretch its dollars even-farther. It is very expensive to build the on-site infrastructure and buy the new transit fleet.

- **NEW SERVICE TYPE: Neighborhood Service & Flex Routes**:
  - Redesigns low-productivity transit routes and uses small buses in neighborhoods to directly connect people with high-capacity transit corridors.
  - Flex routes allow buses to leave neighborhood service routes to pick-up or drop-off customers in low-density areas. Usually operate in peak service only but use dial-a-ride options in mid-day, evening and on weekends.
  - Creates more independence and ridership options for persons with disabilities and the elderly.
  - High ridership and strong fare collection allows the small services to grow into full-service transit routes.
- **NEW SERVICE TYPE: Park & Ride Express Routes**:
  - Dedicated service to parking areas with express service to major employment sites via the region's interstate highway network but will also circulate through downtown to minimize transfers.
  - Connect people with jobs or events (downtown employers, events/concerts, USC, etc.) over a longer distance.
  - Operates only during peak periods or dedicated event times. All routes will travel into downtown Columbia in the morning and from downtown Columbia in the afternoon with connections to other routes.
  - Allows metro workers to reach suburban retail areas for employment while suburban service increases access to metro job markets.

- Transit Technologies: Compressed Natural Gas (CNG) buses; real time arrival and departure information for transfer points and smart phones; web-based transit trip planning and trip matching services for ride-share and vanpool programs; new shelters and benches to match the service types; and a new downtown transit center to support downtown revitalization.

High-Capacity Transit Corridors and Enhanced Local Routes:

- Corridor #1: N. Main/Columbia College: Enhanced to 30-minute all-day service, later evenings, enhanced weekend and restored Sunday service. Key residential and retail corridor with service to Columbia College and Eau Claire Community Center.
- Corridor #2: Palmetto Health Richland/Farrow Rd: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sunday service. Will use neighborhood and flex services on weekends to connect to other routes. Key access to Palmetto Health, SC Health Department and large state employment sites.
- Corridor #3: Two Notch Rd: 30 minute all-day service with new Limited Stop Express route during peak periods to provide near 15-minute service during peak travel times; restore evenings, enhance weekends and restore Sundays. Will enhance a major retail, residential and employment corridor that will reduce auto traffic and connect with new services to the Village at Sandhill.
- Corridor #4: Forest Dr: Enhanced to 30-minute peak service, later evenings, enhanced weekend and restored Sundays. Possible Limited Stop Express to Ft. Jackson for support workers and families attending Army graduation ceremonies/events. Route supports a growing retail and residential corridor.
- Corridor #5: Assembly/Bluff Rd.: Enhanced to 30-minute peak service and 60-minute midday service. Will use neighborhood and flex services on weekends to connect to other routes. Enhances transportation for University of South Carolina students and workers to campus with increased access to special events at Williams-Brice Stadium and State Fairgrounds. High use by students from the University of South Carolina/Midlands Technical College will allow for 20-minute frequency all day.
- Corridor #6: Devine/Garner's Ferry: Enhanced service for the entire area, expanding to Greenlawn Ave. with 30-minute all-day service. A new Hopkins Limited Stop Express route during peak periods will provide near 15-minute service during peak travel times. Restores evenings and Saturdays with Sunday neighborhood service and flex services. Enhanced service to Midlands Technical College, Benedict College housing, Veterans' Administration Hospital and Shandon community.

- Corridor #7: Broad River/Harbison: Enhanced with 30-minute peak frequencies; enhanced evening and weekend service, including Sundays. Expanded frequency to Dutch Square Mall, state employment centers and Harbison Rd. retail/employment sites. High ridership builds toward a downtown-to-shopping weekend express service.
- Downtown Circulator: This high-frequency service into downtown Columbia creates the opportunity for a downtown circulator at a much lower cost. As buses arrive downtown, they will depart the new transit center and "orbit" downtown to connect the north and south ends to include Bull and Assembly streets. Quick access to downtown high-rises, University of South Carolina campus and The Vista without having to transfer routes to get there.

Neighborhood Service Routes & Flex Routes:

- Eau Claire: Connects Earlewood, Sunset Rd. and Eau Claire neighborhoods with Broad River and N. Main corridors. Fixed route services give customers quick access to shopping or connections into downtown and Palmetto Health Richland.
- Colonial Dr./W. Beltline: Connects the neighborhoods between N. Main St. and Two-Notch Rd. to downtown with connections at Farrow Rd. providing increased opportunity to reach job centers.
- Monticello Rd./Denny Terrace: Flex Route with possible dial-a-ride service to connect Denny Terrace, Eau Claire and N. Main St. communities with evening/weekend service.
- Fairfield Rd./ Wilson Rd.: Flex Route with possible dial-a-ride service to connect the Wilson Rd. and Northeast Richland County with the N. Main St and Farrow Rd. corridors. Allows for evening and weekend transit services.
- Forest Acres: Flex Route with possible dial-a-ride service to connect Forest Acres with Two Notch, Forest Dr. and possibly Devine/Garner's Ferry. Allows for evening and weekend transit services.
- Millwood/Shandon: Flex Route with possible dial-a-ride service to connect The Millwood and Shandon areas with the Forest Dr. as well as Devine/Garner's Ferry Corridors. Also provides connections into Five Points and the University of South Carolina campus. Allows for evening and weekend transit services.
- Rosewood Dr.: Connects Hollywood/Rose Hill/Rosewood neighborhoods with the Devine/Garner's Ferry and the Assembly/Bluff Rd. high frequency corridors with access at Midlands Technical College and Assembly St. Allows for evening and weekend transit services.

- Bush River Rd./St. Andrews: Connects the Bush River Rd. St. Andrews area with the shopping and employment areas of Bower Parkway, Harbison Rd. and Lake Murray Blvd. and the new Palmetto Health Parkridge. Allows for evening and weekend transit services.

New Routes Enhanced Local Routes & Neighborhood Service/Flex Routes

- Two Notch Road Local: Creates a new local service along Two Notch Rd. that operates between Columbia Place Mall and the Village at Sandhill. This route will operate bi-directionally to take commuters to job centers in both the city and suburbs.
- Two Notch Road Limited Stop Express: Creates a Limited Stop Express that operates from downtown Columbia along Two Notch Road to Columbia Place Mall (or beyond). This route will make limited stops only at major points of interest to our customers. This route will operate bi-directionally bringing commuters to job centers in the city and out to the suburbs. Service will operate during peak periods.
- College Special: Connects various off-campus apartments for the University of South Carolina, Allen University and Benedict College students, to the entertainment district of Five Points. This route will operate from Bluff Road to Two Notch Road via Blossom/Harden Streets.
- Hopkins Limited Stop Express: Limited Stop Express between Hopkins and downtown Columbia via Garners Ferry Road. Service during peak periods will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- Gamecock/Event Shuttles: Shuttles to connect downtown Columbia restaurants, hotels and parking garages and The Vista to Williams-Brice Stadium. This enhanced-fare service will provide circulator-style transit in the downtown Columbia/University of South Carolina areas, based on demand.
- Rural Transportation: Key to a successful transportation plan is a service as diverse as its communities. Rural communities have distinct needs, focused mainly on access to employment centers and medical care. Solutions—developed in conjunction with communities—will include dedicated van pool programs, volunteer rideshare programs and CMRTA technical support for private transportation providers. These services will plug outlying communities into the metro transportation network for access to higher education, medical care and employment. As demand builds, new fixed routes and park and rides will follow.
- Expanded DART service for persons with disabilities as service areas grow, as well as access to all fixed routes, and all dial-a-ride/flex services.

New Routes Enhanced Park & Ride Express routes

- Northwest (I-26) Express: New service from I-26 Exit 97 (Peak) through Columbiana Mall (Harbison) and then back to I-26 into downtown Columbia. Service will operate during peak periods will take commuters to job centers into the city and out to the suburbs.
- Northeast (I-77) Express: New service from Blythewood through Killian Road, Palmetto Health Richland to downtown Columbia. Service will operate during peak periods. This route will operate toward Columbia in the mornings and toward Blythewood in the afternoons.
- East (I-20) Richland Express: Creates a service that operates from the Village at Sandhill via Clemson Road, I-20, Columbia Place Mall, Palmetto Health/ Richland Hospital to downtown Columbia. Service will operate during peak periods. This route will operate bi-directionally bringing commuters to job centers into the city and out to the suburbs.
- Gamecock/Event Shuttles: New Park & Ride routes from the Northwest, Northeast and East Richland Park & Ride locations for University of South Carolina football games and special events. This premium-fare service will provide round trip express services from key locations to downtown for game day activities based on demand.

Innovations for Partnerships & Transit Technologies

- Downtown Circulator: In addition to the emphasis on connecting workers, students and visitors throughout downtown, new partnerships within the Richland/Columbia area will permit the creation of a circulator to connect hotels, convention centers and restaurants.
- Dedicated Job-Center Routes: As new industry arrives and existing businesses expand, shift work at major employment sites can become more challenging and can create increased burden on the local infrastructure (traffic, lack of surface parking). New partnerships with large employers allows for specialized transit routes (open to the public) from downtown to industrial parks, warehouses or manufacturing centers.
- Lexington County Transportation Options: While focused on Richland County as the primary funding source, Lexington County and its many towns and communities will have access to similar programs and services on a pay-as-you-go basis. Several high-capacity transit and Park & Ride corridors exist in Lexington County the opportunity to add neighborhood service and flex/dial-a-ride programs services in outlying communities.

- University & Commuter Connections: CMRTA's 2013 programs to begin connecting students to transit will begin with new lower-cost fare options for students to encourage more use by high school & college students. Partnerships with universities, school districts and major employer locations will allow us to connect a whole new passenger base with a whole new set of commute options.
- Intelligent Transit Systems (a sample of popular technologies):
    - CMRTA will take the next step in technology by adding automated vehicle location (AVL) to allow real-time arrival and departure information for customers at stops or on smart phones.
    - GPS-tracking on buses can help trigger lights to turn green on major corridors helping push the buses through clogged city traffic and speed up commute times.
    - New technology will text passengers when their buses will arrive (with user-defined settings) and even let them track the closest bus while waiting on the street corner and use web-based trip planning on the new CMRTA web-site.
    - Smartphone apps for visitors can link them to transit and QRT/bar-code technology around town can tell tourists about routes and services on-the-go.
    - Smartcard fare payment technology will allow customers to ride with the tap of their card and can recharge their transit passes at terminals (similar to an ATM). This also provides real-time bus arrival information, general passenger information and advertising revenue for the system.
- Rider Amenities (a sample of popular amenities):
    - An improved downtown Transit Center with off-street bus access and off-street waiting areas. The new downtown transit center will give customers a more secure, convenient and cleaner way to ride transit services. Buses will no longer line up downtown for route transfers therefore downtown sidewalks will be easier to navigate for pedestrians. Customers will be able to catch their buses at the same gate every day to improve reliability and get them home on time.
    - New buses for all routes and services are vital to improving CMRTA services.
        - New buses for major corridors will be state-of-the-art, low-floor buses. New, on-board technologies will announce major stops, digitally display the cross-streets and include on-board security cameras. New ergonomic seating with stainless steel interiors (and on-board Wi-Fi for Park & Ride routes) will create the look and feel of a light-rail train car.

- New neighborhood service and flex route buses will be smaller, less expensive to operate and more neighborhood friendly. In addition to being quieter, they have a lower profile, take up less of the road and support the feeling of community. They are less expensive to purchase and permit service in new areas until ridership grows.

- Larger-capacity bicycle racks to support growing use of transit for bicyclists—in partnership with business and employers—will encourage riders to bike to the route and ride transit to their destination.

- Brand new benches, shelters and signs with enhanced services at Super Stops and neighborhood connection points will feature solar lighting; reflective decals and real time arrival information at enhanced stops will make for safer and more convenient transfers. Trash and recycling bins will make it easier to keep the areas clean and neat. All bus stop signs will be replaced with high visibility signage to include the route and travel information.

EXHIBIT C

BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington	Term _____
Mac Bennett	Term _____
Jennifer Harding	Term _____

City of Columbia Appointees - 3

Brian Newman	Term _____
Derrick Huggins	Term _____
Ron Anderson	Term _____

City of Forest Acres Appointee - 1

Jake Broom	Term _____

Lexington County Appointee - 1

Lil Mood	Term _____

Richland County Legislative Delegation Appointees - 3

Joseph Neal	Term _____
Caroline Whitson	Term _____
Tiffany Johnson Gunn	Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

LEXINGTON COUNTY

By: _____

Its: Chair or County Administrator March 26, 2019

(SEAL)

ATTEST:

By: _____

Its: Clerk to Lexington County Council

Date: March 26, 2019