

**Mayor and Aldermen of The City of Savannah/  
Chatham Area Transit Authority  
Circulator Service Agreement**

This Agreement, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Mayor and Aldermen of The City of Savannah (“City”) and the Chatham Area Transit Authority (“Authority”) to provide public transportation circulator services within and near the City of Savannah’s Historic District.

**Whereas**, the Authority was created by an act of the Georgia General Assembly to provide public transportation services in Chatham County; and

**Whereas**, the City, wishes to provide fare free service within and near the City of Savannah’s Historic District; and

**Whereas**, The City acknowledges that such public circulator transportation services must, and shall, during all operations, be offered as “mass transportation,” as that term is defined by federal regulations, and shall be open and available to the general public and not in any way restricted to any category or exclusive class of passengers;

**Now Therefore**, the City and the Authority hereby agree as follows:

**Section 1.** The Authority agrees to operate a public passenger transportation circulator service within its current transit tax district, specifically within and near Savannah’s Historic District.

**Section 2.** Any modifications to the service area described in Section 1 must be within the Authority’s current transit tax district, unless otherwise agreed to by the parties.

**Section 3.** Any personnel, full and part time, assigned to the circulator service will be employees of the Authority and subject to its governing policies and procedures, and contractual obligations under the Memorandum of Agreement with the Amalgamated Transit Union, Local 1324.

**Section 4.** The Authority will apply its current policies and procedures in the hiring and disciplining of circulator service personnel.

**Section 5.** In the event of an accident involving circulator vehicles and /or personnel, said accident will be subject to the Authority’s Accident/Incident Review and Investigation Procedures.

**Section 6.** In the event of an ordered evacuation, the circulator vehicles will be subject to redeployment and circulator service subject to interruption.

**Section 7.** On the anniversary date of this Agreement, the parties agree to: ascertain whether there are any one-time equipment and/or service additions, modifications, adjustments, or fine-tuning required to support the circulator service for the ensuing year and, if so, establish the costs for said items; negotiate any rate adjustments.

**Section 8.** The Authority agrees to:

- a) Run circulator service as designed (See Attachment 1 – Service Schedule and Routing);
- b) Hire and train vehicle operators and operations supervisors in sufficient number to fully support circulator service vehicle operations;
- c) Hire and train mechanics and maintenance supervisors in sufficient numbers to fully support maintaining the circulator vehicles and, if applicable, fare boxes, in optimal operating condition;
- d) Maintain and house circulator vehicle(s);
- e) Provide from within its current fleet one spare vehicle for the circulator service;
- f) Hire and train administrative and customer service staff in sufficient numbers to fully support circulator ancillary services;
- g) If applicable, collect and account for fares;
- h) Provide uniforms for the circulator operators and operations supervisors;
- i) House the customer service staff;
- j) Provide customer services including, but not limited to, the intake of and response to complaints and commendations, the logging and reporting of the same, disseminating scheduling, routing, and service days and hours information to the riding public, and responding to inquiries about the same.

**Section 9. Hold Harmless:** The parties agree that nothing contained herein shall be construed to designate or appoint the City as agent for the Authority, nor shall anything contained in this Agreement be construed to designate or appoint the Authority as agent for the City in the performance of any of the services described herein. The Authority acknowledges and agrees that it is an authority created by an act of the Georgia General Assembly engaged in providing public transportation services and agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the City, its successor and assigns, its principals, agents, and employees, from any and all claims for loss, damage, or injury sustained by the Authority or to the Authority's property or by any agent or employee of the Authority, or by any person whomsoever, in connection with any matter arising out of the provision of transportation services within the Authority's transit tax district.

**Section 10. Compensation:** The City agrees to compensate the Authority for services rendered as outlined below:

- a) For direct operating costs for a total of 15,908 hours annually, \$78.00 per hour, totaling \$1,240,824 annually. Fee shall be invoiced in monthly installments of \$103,402;
- b) Payment to CAT from the City of a "Cost of Current Capital" buy-in totaling \$710,484, representing the depreciated value of two trolleys less cost already covered by the City (See Attachment 2 – Vehicle Schedule);
- c) City funding of future capital requirements at 100%. Using FTA useful life categories, the Goshen coaches have three years remaining in useful life and Gillig trolleys have nine years remaining in useful life. The City and CAT expect the vehicles to be in service until the FTA useful life has been met, 2020 for the coaches and 2027 for the trolleys.

The parties agree that direct operating costs shall mean all costs associated with vehicle operations, such as operator, operations supervisor, and mechanic wages and benefits, vehicle spare parts, fuel and lubricants. Based on actual costs, the parties agree to review said costs on the anniversary date of this Agreement's effective date and to negotiate any adjustments as may be necessary in the operating and/or administrative costs; rates not to exceed the CPI for the previous year (as determined by the

Bureau of Labor Statistics). Further, on this Agreement's anniversary date, the parties agree to determine whether there are any additional one-time costs for equipment and/or services required for the circulator service's operations for the ensuing year.

**Section 11.** Capital Replacement – Goshen Coaches: There being an 18-24 month build time on new buses, if the City wishes to replace current coaches with two additional trolleys, CAT will adjust a current bus order to allow for June 2018 expected delivery, with City payment of the cost of such vehicles, estimated to be \$945,000.

**Section 12.** Term: The parties agree that the term of this Agreement shall be a period of thirty-four (34) months, beginning September 25, 2017, ending June 30, 2020. At the time of expiration, the parties may agree to renew and extend this Agreement for an additional full term (36 months), or some portion thereof. If no additional term is agreed upon and notice of non-renewal is not given, this Agreement shall continue on a month-to-month basis until cancelled by one the parties.

**Section 13.** Termination: After expiration of the initial term set forth in Section 12, either party may terminate this Agreement with a written notice of non-renewal sixty (60) days prior to an expiration date. At any time prior to an expiration date, either party may terminate this Agreement for cause or, if total funding is reduced or eliminated, with a written notice sixty (60) days prior to the effective termination date.

**Section 14.** Official contact person for the parties:

For the City:

\_\_\_\_\_

\_\_\_\_\_

Contact's Name

Phone Number

\_\_\_\_\_

\_\_\_\_\_

Electronic Mail Address

Fax Number

For the Authority:

\_\_\_\_\_

\_\_\_\_\_

Contact's Name

Phone Number

\_\_\_\_\_

\_\_\_\_\_

Electronic Mail Address

Fax Number

In witness whereof, the undersigned have executed this Agreement as of the \_\_\_\_ day \_\_\_\_\_,

\_\_\_\_\_.

For the City:

\_\_\_\_\_  
Authorized Official (print)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Authorized Official's Title (print)

\_\_\_\_\_  
Witness

Sworn to and subscribed before me, the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

For the Authority:

\_\_\_\_\_  
Authorized Official (print)

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Authorized Official's Title (print)

\_\_\_\_\_  
Witness

Sworn to and subscribed before me, the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **Attachment 1 – Service Schedule and Routing**

### Schedule:

- Monday – Friday: 7AM – 7PM
- Saturday: 10AM – 7PM
- Sunday: 10AM – 6PM

Routing:



At

## Attachment 2 – Schedule of Vehicles

Description	Cost	Depreciated Value	Useful Life*
Goshen Coach	\$98,258	\$21,289	5 Years
Goshen Coach	\$98,258	\$21,289	5 Years
Gillig Trolley	\$472,160	\$444,055	7 Years

<b>Circulator</b>	Gillig Trolley	\$472,160	\$444,055	7 Years	<b>Vehicles:</b>
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\*Useful Life from CAT fixed asset schedule for financial reporting purposes used to determine current depreciated value (book value). This useful life is different from the FTA expected useful life of each vehicle. The FTA expects the Goshen coaches to last 7 years or 200,000 miles and the Gillig Trolleys to last 10 years or 350,000 miles.

**Capital Buy-In Calculation:**

Cost of Trolleys	\$944,320
Less Prior City Contribution	<u>188,864</u>
Net Cost	\$755,456
Less Depreciation to date	<u>44,972</u>
<b>Depreciated Value</b>	<b>\$710,484</b>