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RESOLUTION NO.: R-2015-024

*Authorizing the City Manager to execute an Intergovernmental Agreement
between the City of Columbia and Richland County Creating a Joint Neighborhood
Master Plan for the Olympia, Granby, Whaley and South Assembly Areas*

BE IT RESOLVED by the Mayor and City Council this 10th day of March, 2015, that the City Manager is hereby authorized to execute the attached Intergovernmental Agreement, or on a form approved by the City Attorney, between the City of Columbia and Richland County creating a Joint Neighborhood Master Plan for the Olympia, Granby, Whaley and South Assembly area.

Requested by:

Assistant City Manager Gentry



Mayor

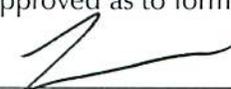
Approved by:



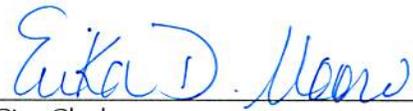
City Manager

ATTEST:

Approved as to form:



City Attorney



City Clerk

Introduced: 3/10/2015

Final Reading: 3/10/2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF COLUMBIA AND
RICHLAND COUNTY, SOUTH CAROLINA

This agreement, made and entered into in duplicate originals this 1ST day of July, 2015, by and between the **County of Richland**, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.* (hereinafter referred to as “the County”), and the **City of Columbia**, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as “the City”).

WITNESSETH:

ARTICLE 1 – CREATING A JOINT NEIGHBORHOOD MASTER PLAN.

WHEREAS, due to development pressures, significant land-use changes, and a demonstrated need for an area and corridor plan, the City and the County have a mutual interest in coordinating and creating a joint neighborhood master plan (hereinafter referred to as “the Plan”) for the Olympia, Granby, Whaley, and South Assembly areas (hereinafter referred to as “Project Area”) ; and

WHEREAS, there is an intergovernmental application (that includes the City and the County) to the State Infrastructure Bank that involves proposed transportation enhancements to the Assembly Street corridor; and

WHEREAS, the Project Area is located within the two regulatory jurisdictions, i.e. the City and County; and

WHEREAS, the City and the County are willing to jointly fund, manage and implement a Plan for the Project Area; and

WHEREAS, the City and the County both desire to utilize these funds in a coordinated fashion to undertake a joint planning process for the Project Area; and

WHEREAS, it is expected the development of the Plan will take approximately eighteen (18) to twenty-four (24) months; and

WHEREAS, the City and the County will jointly implement the Plan and be financially responsible for the areas within their own jurisdiction, after its adoption, for the period of time necessary to satisfactorily achieve the goals and complete the recommendations outlined in the adopted Plan; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976;

NOW, THEREFORE, in consideration of the mutual promises and covenants, and the natural understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I. – Joint Responsibilities

- A. The City and County will share equal responsibility, including but not limited to:
- Funding the Plan;
 - Selecting a consultant to prepare the Plan;
 - Preparing the Plan;
 - Marketing the Plan;
 - Staffing public meetings;
 - Adopting the Plan; and
 - Implementing the Plan.

B. The City and County agree to participate in good faith and provide available in-house resources and pertinent information that is reasonably applicable to the study. The County and the City will provide a representative from their respective Planning staff to act as a point of contact with the consultant.

Section II – Municipal Responsibilities

A. The City shall oversee the procurement process for selecting a consultant to develop the Plan, in accordance with their policies and procedures, and with a County representative present in the selection process.

B. Through its Planning and Development Services Department, the City will be responsible for guiding the development of the Plan within the City's boundaries of the Project Area.

C. The City shall forward invoices to the County for review, and shall be responsible for payment of invoices approved by the County and City per Section IV below.

Section III – County Responsibilities

A. The County shall have a representative from the Planning and Development Services Department actively participate on the selection committee for a consultant.

B. Through its Planning and Development Services Department, the County will be responsible for guiding the development of the Plan within the County's unincorporated jurisdiction of the Project Area.

C. The Planning and Development Services Department shall review all invoices provided to the City by the consultant to ensure agreement of the services rendered, in the interest of the County.

Section IV – Funding

A. The County shall contribute half, up to seventy-five thousand (\$75,000) dollars, towards a Plan for the Project Area. The City shall contribute half, up to seventy-five thousand (\$75,000) dollars, towards a Plan for the Project Area.

B. Within thirty (30) days of invoice by the City, the County shall transfer its contribution of \$75,000 to the City in its entirety once a consultant is selected and contractually engaged. The City shall deposit the funds, along with the City's contribution of \$75,000, in a special revenue fund, which will be managed by the City. All distributions or adjustments made to the fund will require written approval from both the City and County representatives. The City will provide the County representative an annual accounting of all activity and audited fund balance within thirty (30) days of the completion of the annual audit. Once the project is completed and approved by both parties, the City will distribute any residual funds at 50% to the City and 50% to the County within thirty (30) days of project approval and completion.

C. Costs for the plan shall be paid to the selected consultant, by the City upon written approval of invoices for payment by the City's point of contact. Approvals and/or denials shall be made within five (5) business days of receipt of the invoice. Invoices will be based upon the percentage of work completed.

D. Should the County not approve an invoice per Article I, Section III. C. (as the invoiced work relates to the County's jurisdiction within the Project Area); both parties will immediately work with the Consultant to satisfactorily remedy the invoice before payment. Should no remedy be achieved and the City proceeds with payment of the invoice, it will be at the City's expense.

Section V – Contracting

A. The City shall be responsible for contracting solely with the Consultant. However, the County shall review and provide written approval of the draft contract with the consultant to ensure the Project Area within the County's jurisdiction is properly represented before contract execution.

B. Should the City execute the agreement without County concurrence, the County shall be entitled to terminate this agreement.

Section VI – Property

The parties agree that all documents, data, maps, plans, research, text, work, artwork, drafts, and records made or developed by the Consultant pursuant to this Agreement and to Consultant’s contract with the City shall be the property of both the City and the County, and all such documents, data, maps, plans, research, text, work, artwork, drafts, and records shall be timely provided to the County by the City or the Consultant at no additional cost. This list is not intended to be all-inclusive.

ARTICLE 2 – GENERAL

Section I – Severability

The provisions of this agreement are to be considered joint and severable, such that the invalidity of any one section will not invalidate the entire agreement.

Section II – Successors and Assigns

Whenever in this agreement the City or the County is named or referred there to, it shall be deemed to include its or their successors and assigns and all promises and covenants in this agreement contained by or on behalf of the City or the County shall bind and ensure to the benefit of its or their successors and assigns whether so expressed or not.

Section III – Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced there to in this agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV – Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the City fails to fulfill its responsibilities under Article I, Section II, above; or (2) the City fails to comply with the funding requirements, as referenced in Article I, Section IV; or the County governing body acts to terminate this agreement with the City. Upon termination of the contract, obligation of the County to conduct the work described herein shall forthwith cease.

Section V – Termination by the City

The City shall be entitled to terminate this Agreement, and the City shall be released from any obligations under this agreement if: (1) the County fails to fulfill its responsibilities under Article I, Section III, above; or (2) the County fails to comply with the funding requirements, as referenced in Article I, Section IV; or the Municipal governing body acts to terminate this agreement with the County. Upon termination of the contract, obligation of the City to conduct the work described herein shall forthwith cease.

Section VI – Insurance

For the duration of this agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII – Duration

This Agreement shall go into effect on 7-1-15 and shall remain in effect until the Plan has been separately adopted by the City and County and adequately implemented, or until it is terminated by mutual agreement of the City and County or pursuant to Section IV and/or V, above.

IN WITNESS WHEREOF, the parties hereto caused their names to be affixed as heretofore duly authorized on the date first above written.

WITNESSES:

COUNTY OF RICHLAND

Ashwin A. Mey
Tracy H. Hester

By: Tony McDonald
Tony McDonald
County Administrator

Whitney M. Gardner
Tasha W. Stephens

CITY OF COLUMBIA
By: Teresa B. Wilson
Teresa B. Wilson
City Manager

Richland County Attorney's Office
Eyob A. M.
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

APPROVED AS TO FORM
Janne Lisowski
Legal Department City of Columbia, SC