

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2015-069

*Authorizing the City Manager to execute a Memorandum of Agreement
between the City of Columbia and Junior League of the Midlands for the renovation of
Roy Lynch Park*

BE IT RESOLVED by the Mayor and City Council this 15th day of December, 2015, that the City Manager is hereby authorized to execute the attached Memorandum of Agreement, or on a form approved by the City Attorney, between the City of Columbia and the Junior League of Columbia, Inc. for the renovation of Roy Lynch Park.

Requested by:

Senior Assistant City Manager Baker



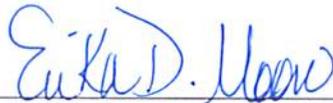
Mayor

Approved by:



City Manager

ATTEST:



City Clerk

Approved as to form:



City Attorney

Introduced:

Final Reading:

**Memorandum of Agreement
Between
Junior League of Columbia, Inc.
and
The City of Columbia, South Carolina**

Whereas, the City of Columbia ("City") and the Junior League of Columbia, Inc. ("JLC") agree to partner in order to support the renovations at Roy Lynch Park, which is located within the corporate limits of the City of Columbia. It is agreed as follows:

Junior League of Columbia, Inc. agrees to:

- **Provide a minimum of Fifty Thousand and NO/100 Dollars (\$50,000.00) in cash toward the renovation of Roy Lynch Park;**
- **Provide support in design; selection of park elements; and construction of park elements to the extent permitted by liability insurance, including but not limited to assisting with installation of park elements and planting around those park elements; and**
- **Cease fundraising efforts with the completion of Phase 1 park renovations.**

City of Columbia agrees to:

- **Provide a minimum of One Hundred Twenty-Five Thousand and NO/100 Dollars \$125,000.00 toward renovation of Roy Lynch Park;**
- **Procure and install all park assets;**
- **Provide on-site signage recognizing the JLC's support, which is to be approved by the JLC; and**
- **Provide on-going maintenance of all park improvements.**

This Agreement shall terminate in the event either party decides the mutual cooperation is no longer in their best interests. Upon written notice to the other party, by regular mail to the address listed below, stating the reason for the termination, this Agreement shall terminate immediately. Whether terminated by the JLC or by the City, any funding provided by the JLC prior to the date of termination shall remain with the City for renovation of Roy Lynch Park. However, if City Council fails to appropriate funds for the City's portion of this cooperative endeavor, as stated above, this Agreement shall terminate immediately, and all funding provided by the JLC prior to the date of termination shall be returned to

the JLC within thirty (30) days of the City Council's failure to appropriate the funds.

This Agreement constitutes 1 of 2 agreements between the City and the JLC with respect to Roy Lynch Park. There will be a separate agreement for the remainder of the Junior League Funding. This Agreement supersedes all prior negotiations and agreements. The City and the JLC specifically warrant that this Agreement is executed without reliance upon any statement or representation by any other party hereto, except as explicitly set forth herein. It may not be modified or amended except by a writing signed by all parties to this Agreement.

Junior League of Columbia
2926 Devine Street
Columbia, SC 29205

By: _____
Its: President

Date: _____

By: _____
Its: Vice President for Finance



City of Columbia
1737 Main Street
Columbia, SC 29201

By: Teresa B. Wilson
Its: City Manager

Date: 12-29-2015

APPROVED AS TO FORM

Legal Department City of Columbia, SC

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and
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Junior League of Columbia
2926 Devine Street
Columbia, SC 29205

By: _____
Its: President

Date: _____

By: _____
Its: Vice President for Finance

Teresa B. Wilson
City of Columbia
1737 Main Street
Columbia, SC 29201

By: Teresa B. Wilson
Its: City Manager

Date: 12-29-2015

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC