

RESOLUTION NO.: R-2012-026

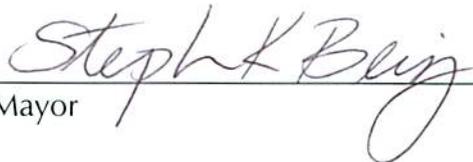
*Authorizing the City Manager to execute a Fee Agreement for Election Costs
between the City of Columbia and Richland County*

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this 27th day of March, 2012, that the City Manager is authorized to execute the attached Fee Agreement for Election Costs between the City of Columbia and Richland County for costs associated with City of Columbia municipal elections.

Requested by:

Richland County Executive Director
of Elections & Voter Registration
and City Clerk



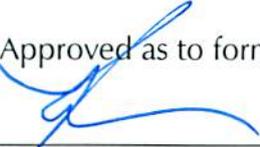
Mayor

Approved by:



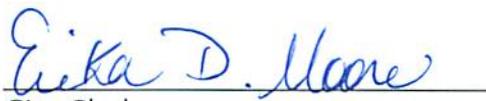
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 3/27/2012
Final Reading: 3/27/2012

STATE OF SOUTH CAROLINA) FEE AGREEMENT BETWEEN RICHLAND COUNTY
) AND THE CITY OF COLUMBIA
COUNTY OF RICHLAND) (Election Costs)

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2012 by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

WHEREAS, the County, through its Richland County Board of Elections and Voter Registration, conducts elections for the City; and,

WHEREAS, the County and City wish to enter into a Fee Agreement for the conduct of such elections;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The County, through its Richland County Board of Elections and Voter Registration, shall conduct elections for the City and shall pay for all legitimate election expenses including, but not limited to, clerk and manager pay, paper ballot expenses, mailing costs, office supplies, rent for polling places, and County employee overtime, if necessary.
2. The County will, before each election and within a reasonable time to allow the City appropriate time for the budgetary process, provide an itemized estimate of expenses for such election. After the election, the County will invoice the City for all actual expenses incurred. Personnel expenses for County employees under this section shall be compiled at the hourly rate of the amount budgeted in the Annual County Budget, or at an overtime rate as applicable.
3. The City shall reimburse the County within 30 days of receipt of the invoice from the County.
4. The term of this Agreement shall be for a period of five (5) years commencing on the date of execution, and for such extension of time and upon such terms as may be mutually agreed upon.
5. The County or the City may terminate this agreement with thirty (30) days written notice to the other party. Neither party will be reimbursed for any costs associated with the execution of this Agreement.
6. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.
7. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

8. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, the day and year first above written.

WITNESSES:

RICHLAND COUNTY

J. Milton Pope, Administrator
on behalf of RICHLAND COUNTY

WITNESSES:

Carin J. Danner
Erica D. Moore

CITY OF COLUMBIA

Steven A. Gantt
Steven A. Gantt, City Manager
on behalf of CITY OF COLUMBIA