

RESOLUTION NO.: R-2000-065

*Authorizing City Manager to execute a  
Termination of Agreement*

BE IT RESOLVED that the City Manager is authorized to execute the attached Termination of Agreement for the termination of the Intergovernmental Agreement entered into on April 12, 1993, relating to the Central Carolina Economic Development Alliance.

Approved this 6th day of December, 2000.

Requested by:

\_\_\_\_\_



Mayor

Approved by:

Michael A. Beim  
City Manager

Approved as to form:

James D. Mezza  
City Attorney

ATTEST:

Peggy S. Bruland  
City Clerk

Introduced: 12/6/2000

Final Reading: 12/6/2000

ORIGINAL  
STAMPED IN REC

## TERMINATION OF AGREEMENT

THIS AGREEMENT made to be effective as of December 31, 2000 by and among the City of Columbia, a municipal corporation and political subdivision of the State of South Carolina ("Columbia"); Fairfield County, a political subdivision of the State of South Carolina ("Fairfield"); Lexington County, a political subdivision of the State of South Carolina ("Lexington"); Newberry County, a political subdivision of the State of South Carolina ("Newberry"); Richland County, a political subdivision of the State of South Carolina ("Richland"); and the Greater Columbia Chamber of Commerce, a nonprofit corporation under the laws of the State of South Carolina ("Greater Columbia Chamber") (hereinafter referred to as the "Parties").

WHEREAS, the Parties entered into that certain Agreement dated as of April 12, 1993, as amended from time to time, relating to joint economic development efforts in the midlands region of South Carolina (the "Intergovernmental Agreement"), a copy of which is attached hereto;

WHEREAS, the primary purpose of the Intergovernmental Agreement was the establishment of a separate entity to coordinate the joint economic development efforts of the governmental entities and the private sector in the midlands region of South Carolina;

WHEREAS, the Central Carolina Economic Development Alliance, a South Carolina nonprofit corporation, has been established to carry out the purposes described in the Intergovernmental Agreement;

WHEREAS, the Intergovernmental Agreement is no longer necessary to provide for the coordinated economic development efforts of the Parties;

WHEREAS, the Parties desire to terminate the Intergovernmental Agreement ;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt (where applicable) and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The Intergovernmental Agreement shall be terminated in its entirety as of the later of December 31, 2000 or the execution of this Agreement by each of the Parties to this Agreement.

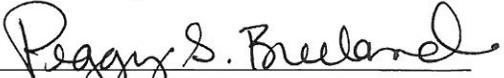
2. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

3. This Agreement and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement to be effective as the date set forth herein.

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF COLUMBIA  
By:   
Mayor

Attest:   
Clerk

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

FAIRFIELD COUNTY  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

LEXINGTON COUNTY  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

NEWBERRY COUNTY  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY  
By: \_\_\_\_\_  
Attest: \_\_\_\_\_

Witness:  
\_\_\_\_\_  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF  
COMMERCE  
By: \_\_\_\_\_  
Chair  
Attest: \_\_\_\_\_  
President

AGREEMENT

THIS AGREEMENT, made and entered into as of the 12<sup>th</sup> day of the month of April, 1993, by and between and among the CITY OF COLUMBIA, a municipal corporation and political subdivision of the State of South Carolina ("COLUMBIA"); FAIRFIELD COUNTY, a political subdivision of the State of South Carolina ("FAIRFIELD"); LEXINGTON COUNTY, a political subdivision of the State of South Carolina ("LEXINGTON"); NEWBERRY COUNTY, a political subdivision of the State of South Carolina ("NEWBERRY"); RICHLAND COUNTY, a political subdivision of the State of South Carolina ("RICHLAND"); and the GREATER COLUMBIA CHAMBER OF COMMERCE; a non-profit corporation under the laws of the State of South Carolina ("GREATER COLUMBIA CHAMBER");

WHEREAS, on June 24, 1959, an agreement which established the Industrial Development Commission was adopted by the Legislative Delegation of RICHLAND, the City Council of COLUMBIA and the Board of the GREATER COLUMBIA CHAMBER;

WHEREAS, effective February 1, 1968, the Bylaws of the Industrial Development Commission were revised to make such changes as were necessary to include the participation of LEXINGTON, including the change of the name of the Industrial Development Commission to "Industrial Development Commission of Greater Columbia, Richland and Lexington Counties";

WHEREAS, on June 24, 1974, an agreement which cancelled and superseded the one dated June 24, 1959, was executed by the County Councils of LEXINGTON and RICHLAND, the City Council of COLUMBIA, and the Board of the GREATER COLUMBIA CHAMBER, changing the name of "Industrial Development Commission of Greater Columbia, Richland and Lexington Counties" to "Economic Development Commission of Greater Columbia, Richland and Lexington Counties".

WHEREAS, subsequently the County of FAIRFIELD, with the approval of the remaining parties, became a participating member of the group, adding FAIRFIELD as a party in the joint economic development effort in the midlands region of South Carolina;

WHEREAS, effective July 1, 1985, the parties of COLUMBIA, FAIRFIELD, LEXINGTON, RICHLAND and the GREATER COLUMBIA CHAMBER, acting through their respective Councils and Boards, converted the ECONOMIC DEVELOPMENT COMMISSION from an independent entity into a division of the GREATER COLUMBIA CHAMBER called the "ECONOMIC DEVELOPMENT DIVISION";

WHEREAS, the ECONOMIC DEVELOPMENT COMMISSION was dissolved as the result of this conversion, and, acting through their respective Councils and Boards, the parties of COLUMBIA, FAIRFIELD, LEXINGTON, RICHLAND and the GREATER COLUMBIA CHAMBER, entered into an ECONOMIC DEVELOPMENT COUNCIL INTERGOVERNMENTAL AGREEMENT, thereby creating the ECONOMIC DEVELOPMENT COUNCIL;

WHEREAS, on July 1, 1987 or thereabouts, the ECONOMIC DEVELOPMENT COUNCIL INTERGOVERNMENTAL AGREEMENT was amended with the approval of the remaining parties to include NEWBERRY as a participating member;

WHEREAS, the parties of COLUMBIA, FAIRFIELD, LEXINGTON, NEWBERRY RICHLAND and the GREATER COLUMBIA CHAMBER desire to amend the Economic Development Council Intergovernmental Agreement dissolving the Economic Development Council and approving the creation of a regional economic development board and the participation of the parties therein;

NOW THEREFORE, in consideration of the premises and the covenants and promises hereinafter set forth, the parties hereto do mutually agree as follows:

1. Status of the ECONOMIC DEVELOPMENT COUNCIL and the ECONOMIC DEVELOPMENT COUNCIL INTERGOVERNMENTAL AGREEMENT. The ECONOMIC DEVELOPMENT COUNCIL is hereby dissolved and the ECONOMIC DEVELOPMENT COUNCIL INTERGOVERNMENTAL AGREEMENT superseded by this AGREEMENT.

2. Creation of the CENTRAL CAROLINA ECONOMIC DEVELOPMENT ALLIANCE. This AGREEMENT establishes a new public and private sector economic development partnership in the midlands region of South Carolina to be called the CENTRAL CAROLINA ECONOMIC DEVELOPMENT ALLIANCE, hereinafter sometimes referred to as the "ALLIANCE".

3. Objective. The objective and purpose of the ALLIANCE shall be to formulate and promote programs designed to encourage, enhance and foster economic development in central South Carolina. For purposes of this AGREEMENT, "economic development" is generally considered to be the promotion, attraction, expansion and retention of enterprises deriving their primary support and revenues from sources external to central South Carolina, inasmuch as the importation of such capital and the associated benefits of job creation, wealth generation and tax base enhancement are essential to the economic health of the region.

4. Location and Facilities. The ALLIANCE shall be housed in the offices of the GREATER COLUMBIA CHAMBER and will be provided the same support and services provided to all departments and divisions of the GREATER COLUMBIA CHAMBER. Other GREATER COLUMBIA CHAMBER departments and divisions will continue to provide the same level of support to the ALLIANCE, without cost, as previously committed to the ECONOMIC DEVELOPMENT DIVISION. This includes accounting and postal services, telephone receptionists

communications and public relations, printing services, meeting rooms and other amenities. The ALLIANCE will pay certain "user fees" for telephone equipment and services, photocopying, office supplies, printing supplies, annual audit fee and like items.

5. ALLIANCE Employees. ALLIANCE employees shall report to and be accountable to the ALLIANCE Board of Directors with respect to the Program of Action of the ALLIANCE and the implementation thereof. Administratively, the GREATER COLUMBIA CHAMBER agrees to provide the employees of the ALLIANCE with the same benefits and privileges as its employees and ALLIANCE employees shall be subject to the same day-to-day office practices as established by the GREATER COLUMBIA CHAMBER for its employees.

6. Duties of the CENTRAL CAROLINA ECONOMIC DEVELOPMENT ALLIANCE. The Board of Directors of the ALLIANCE shall oversee all operations of the program and set the mission and strategy of the organization. Following are among the specific responsibilities of the ALLIANCE:

- a. To ensure that all economic development programs are properly focused and directed;
- b. To develop and implement both short and long-range economic development plans and strategies for the region;
- c. To secure adequate public and private sector funding for the economic development programs;
- d. To be directly accountable to the governmental funding units for the expenditure of public appropriations;.
- e. To set and implement the Program of Action;
- f. To establish annual operating budgets and oversee the collection and expenditure of all funds;
- g. To organize committees and task forces to implement specific economic development programs and activities or to oversee other organizational objectives.

7. Members of the CENTRAL CAROLINA ECONOMIC DEVELOPMENT

ALLIANCE. The Board of Directors of the ALLIANCE shall be composed of nineteen (19) voting members:

a. Nine (9) of these voting members shall serve on the Board of Directors "by virtue of their office", including:

- i. The respective Chairs of the County Councils of FAIRFIELD, LEXINGTON, NEWBERRY AND RICHLAND (four total).
- ii. The Mayor of COLUMBIA (one total).
- iii. The President of the University of South Carolina (one total).
- iv. The President of Midlands Technical College (one total).
- v. The Chair of the COMMITTEE OF 100 (one total).
- vi. The Commanding Officer of Fort Jackson (one total).

b. The remaining ten (10) Board of Directors positions shall be filled by top business leaders in the region. Pending the adoption of formal by-laws, the initial ten (10) business leaders shall be selected by the MIDLANDS BOARD FOR ECONOMIC DEVELOPMENT to serve two-year terms. At least one (1) business leader from each county shall be so-nominated by the MIDLANDS BOARD.

c. The nine (9) members of the Board of Directors serving "by virtue of their office" in accordance with subsection (a) may, as necessary, designate others from their respective organizations to act as "stand-ins" at Board of Directors meetings and other functions. Such designees shall not have voting authority; however, all members of the Board of Directors will be permitted to cast their votes by written proxy when they are unable to attend Board of Directors meetings.

d. The Chair of the Board of Directors of the ALLIANCE shall be elected from among the private sector members of the Board of Directors. So elected, the Chair of the Board of Directors of the ALLIANCE shall assume the additional role of VICE CHAIRMAN, ECONOMIC DEVELOPMENT on the Board and Executive Committee of the GREATER COLUMBIA CHAMBER. The Board of Directors of the ALLIANCE shall also elect a Vice Chair from among the Board members serving by virtue of their office.

e. An Executive Committee of the Board of Directors of the ALLIANCE shall be formed to oversee the day-to-day operations of the program. Subject to adoption of formal by-laws by the ALLIANCE Board of Directors, the Executive Committee shall consist of the following members:

1. The Chair of the ALLIANCE.
2. The Vice Chair of the ALLIANCE.
3. The Chair of the Finance and Funding Committee.
4. The Chair of the COMMITTEE OF 100.
5. Two additional Board members from the private sector.
6. One additional Board member from the public sector.

8. Funding of the CENTRAL CAROLINA ECONOMIC DEVELOPMENT ALLIANCE.

a. The political subdivisions which are parties to this AGREEMENT shall fund the ALLIANCE annually. Other political subdivisions may fund the ALLIANCE from time to time as they deem appropriate.

b. The ALLIANCE shall conduct and/or participate in additional fundraising programs for economic development in the region. The ALLIANCE may implement private sector fundraising campaigns either singularly or in cooperation with the GREATER COLUMBIA CHAMBER, the COMMITTEE OF 100 or other private sector interests in the region.

c. During the remainder of Phase II of the GREATER COLUMBIA CHAMBER'S Greater Columbia in Motion Economic and Community Development Campaign, the GREATER COLUMBIA CHAMBER agrees to fund the ALLIANCE under the same formula as earmarked previously for the ECONOMIC DEVELOPMENT COUNCIL/DIVISION.

d. All funds raised pursuant to subsections (a), (b) and (c) shall be for the use and benefit of the ALLIANCE. The expenditures of these funds shall be made for such purposes as may, in the opinion of the Board of Directors of the ALLIANCE, benefit the economic development of the region.

e. All funds heretofore appropriated on behalf of or contributed to the ECONOMIC DEVELOPMENT COUNCIL and/or the ECONOMIC DEVELOPMENT DIVISION shall be vested in the CENTRAL CAROLINA ECONOMIC DEVELOPMENT ALLIANCE, for the exclusive use and benefit of the ALLIANCE in accordance with subsection (d).

9. ALLIANCE Accounting.

a. The GREATER COLUMBIA CHAMBER agrees to provide accounting, bookkeeping and other services to the ALLIANCE in a manner acceptable to the Board of Directors of the ALLIANCE and the Board of Directors of the GREATER COLUMBIA CHAMBER.

b. The ALLIANCE shall render accounts at least quarterly to the parties to this AGREEMENT, showing receipts and disbursements of funds and other pertinent information bearing on its financial condition and its activities, and shall obtain an annual financial audit prepared by a Certified Public Accountant.

10. Program and Budget. The ALLIANCE shall develop an annual Program of Action and budget prior to the beginning of each fiscal year and shall provide an annual report of its activities during the preceding year. The Program of Action of the ALLIANCE shall be subject to review and input by the Board of the GREATER COLUMBIA CHAMBER, and will be included in the GREATER COLUMBIA CHAMBER'S annual Program of Action.

11. By-Laws. The ALLIANCE shall adopt a set of By-Laws governing the operation of the ALLIANCE consistent with the provisions hereof.

12. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which may be executed by one or more of the parties hereto and, when all parties have executed same, each shall be deemed to be an original and all of such shall constitute one and the same agreement.

13. Severability. In the event that any provision of this AGREEMENT shall be held to be invalid or unenforceable, the same shall not effect in any respect whatsoever the validity or enforceability of the remainder of this AGREEMENT.

14. Governing Law. This AGREEMENT has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with, South Carolina law.

15. Complete Agreement: Amendment. This AGREEMENT constitutes the entire agreement between the parties and supercedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises or understandings not specifically set forth in this AGREEMENT. In particular, this AGREEMENT cancels and supercedes the prior agreement among FAIRFIELD, LEXINGTON, NEWBERRY, RICHLAND, COLUMBIA and the GREATER COLUMBIA CHAMBER. This AGREEMENT may be amended upon an affirmative vote by a majority of the Board members serving by virtue of their office and by a majority vote of the Board members serving from the business community and with approval of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

*William D. Baker*  
*Margaret V. McMurray*

CITY OF COLUMBIA

By: *Bob Gill*  
Mayor

Attest: *Jonda Leaks*  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

FAIRFIELD COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

LEXINGTON COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

NEWBERRY COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
President

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF COLUMBIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

Witness:

*Robert W. Davis*  
\_\_\_\_\_  
*Reba S. Clewney*  
\_\_\_\_\_

FAIRFIELD COUNTY

By: *[Signature]*  
Council Chair

Attest: *[Signature]*  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

LEXINGTON COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

NEWBERRY COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
President

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF COLUMBIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

FAIRFIELD COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

Edward M. Parler  
William A. Brooks

LEXINGTON COUNTY

By: Lowell C. Jones Jr.  
Council Chair

Attest: Dorothy K. Black  
Clerk

Witness:

7  
\_\_\_\_\_

NEWBERRY COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
President

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF COLUMBIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

FAIRFIELD COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

LEXINGTON COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
*Barbara W. Fells*

NEWBERRY COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
President

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF COLUMBIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

FAIRFIELD COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

LEXINGTON COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

NEWBERRY COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

*Michelle R. Conrad-Dick*  
*Mary E. Williams*

RICHLAND COUNTY

By: *Janet Gardin Field*  
Council Chair

Attest: *Brenda Fuller*  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF COMMERCE

By: \_\_\_\_\_  
Chair

Attest: \_\_\_\_\_  
President

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and the year first above written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF COLUMBIA

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

FAIRFIELD COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

LEXINGTON COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

NEWBERRY COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
Council Chair

Attest: \_\_\_\_\_  
Clerk

Witness:

*G. Michael Eades*  
\_\_\_\_\_  
*Teresa C. Colley*  
\_\_\_\_\_

GREATER COLUMBIA CHAMBER OF COMMERCE

By: *John M. Allen*  
Chair

Attest: *Jan S. Huson*  
President

November 30, 1993

In its meeting of October 12, 1993, the Central Carolina Economic Development Alliance (Alliance) unanimously approved the inclusion of the chairman of the board of the Central Midlands Regional Planning Council as a voting member" by virtue of office" on its (the Alliance) board of directors. The commander of Fort Jackson became a non-voting, ex-officio "by virtue of office" member of the board.

Approval to amend Item #7 (Members of the Central Carolina Economic Development Alliance) of the Intergovernmental Agreement to include the above change was completed by all of the five (5) public sector bodies of November 30, 1993.

November 30, 1993

In its meeting of October 12, 1993, the Central Carolina Economic Development Alliance (Alliance) unanimously approved the inclusion of the chairman of the board of the Central Midlands Regional Planning Council as a voting member" by virtue of office" on its (the Alliance) board of directors. The commander of Fort Jackson became a non-voting, ex-officio "by virtue of office" member of the board.

Approval to amend Item #7 (Members of the Central Carolina Economic Development Alliance) of the Intergovernmental Agreement to include the above change was completed by all of the five (5) public sector bodies of November 30, 1993.



November 7, 2000

The Honorable Robert D. Coble  
Mayor  
City of Columbia  
P. O. Box 147  
Columbia, SC 29217



Dear Bob:

The City of Columbia is one of seven governmental agencies that participate in the Central Carolina Economic Development Alliance (the "CCEDA"). For the reasons set forth below, the CCEDA is requesting that the City of Columbia terminate the "Intergovernmental Agreement" executed in 1993 between the Columbia Chamber of Commerce and the various governmental agencies participating in the establishment of the CCEDA.

The Intergovernmental Agreement was originally created to provide guidance on the governance and organization of CCEDA. Since 1994 CCEDA has been a distinct legal entity governed by its articles of incorporation and bylaws. The key requirements of the Intergovernmental Agreement relating to the governance and organization of CCEDA have since been incorporated in the articles and bylaws of CCEDA. Thus the Intergovernmental Agreement is no longer required to provide for the governance of CCEDA.

There are other reasons for the termination the Intergovernmental Agreement. First, if the Agreement were not terminated, the Agreement would have to be amended by all parties to reflect the admission of Calhoun County to the CCEDA. Given the lack of relevance of this agreement it appears simpler to terminate the agreement than amend it. Similarly some of the provisions of the Intergovernmental Agreement are no longer consistent with the current articles of incorporation, bylaws or procedures of CCEDA. Again it is simpler to terminate this agreement than endeavor to resolve this conflict.

Furthermore each governmental entity has an annual review of the CCEDA as part of such entity's annual budget process. The termination of the Intergovernmental Agreement would not affect this review.

The Honorable Robert D. Coble  
Page Two  
November 7, 2000

Enclosed is a simple termination agreement that CCEDA is requesting each of the parties to execute to evidence their respective consent to the termination of the Intergovernmental Agreement. The termination agreement is proposed to be effective as of December 31, 2000 and requires the consent of all parties to be effective. A copy of the Intergovernmental Agreement is attached to the termination agreement.

If you have any questions regarding this matter please feel free to contact Joe Walker, at the McNair Law Firm, P.A., (803) 799-9800; fax (803) 376-2277; e-mail [jwalker@mcnair.net](mailto:jwalker@mcnair.net) or me by calling (803) 733-1144. If you find the agreement in order, please sign it and return it to the Alliance in the enclosed, stamped, self-addressed envelope by December 15, 2000.

Thank you for your assistance with this matter.

Sincerely yours,



G. Michael Briggs  
Executive Director

/ajb

Enclosure