

RESOLUTION NO.: R-2011-060

Authorizing the City Manager to execute an Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for 2025 Main Street

WHEREAS, the Mayor and City Council, by Resolution R-2011-042 authorized the City Manager to execute an agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for the operation of its facility at 2025 Main Street; and,

WHEREAS, it was the intent of the Mayor and City Council to delete subparagraph (i) from the agreement attached to Resolution R-2011-042 and substitute subparagraph (i) as was set forth in the 2010-2011 agreement; and,

WHEREAS, the minutes of the City Council meeting do not reflect the intent to correct the agreement in this manner; NOW, THEREFORE,

BE IT RESOLVED that, in order to clarify City Council's intended correction of the agreement, the Mayor and City Council this 20th day of September, 2011, authorize the City Manager to execute the attached Agreement between the City of Columbia and The Midlands Housing Alliance, Inc. for the operation of its facility at 2025 Main Street which contains the intended correction and Resolution R-2011-042 is hereby repealed in its entirety.

Requested by:

Councilmember Devine
Councilmember Rickenmann



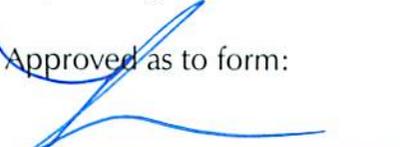
Mayor

Approved by:



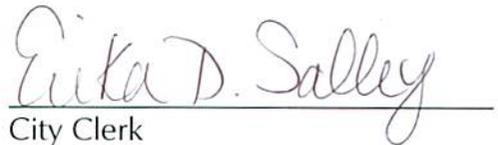
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 9/20/2011

Final Reading: 9/20/2011

Last revised: 9/7/2011
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h) MHA will provide the City with fully executed copies of any written agreements and any subsequent amendments thereto, with any service provider; and,

i) MHA will not accept registered sex offenders at its facility and will make registration records from the facility available on an on-going basis to community safety officers; and,

j) If all terms, conditions and contingencies having been met, the City will fund MHA in four quarterly installments of up to but not to exceed Sixty-two Thousand Five Hundred and No/100 (\$62,500.00) Dollars per quarter as reimbursement for the expense of security and criminal background and outstanding warrant checks incurred by MHA in the prior quarter and is subject to the appropriation of such funds by Columbia City Council if a quarterly payment is to be made in any fiscal year other than the City's Fiscal Year 2011-2012. The first quarterly reimbursement shall be made during the second quarter of full operation of the facility and is contingent upon MHA providing the City with an accounting which establishes, to the satisfaction of the City, that the expenses incurred by MHA during the prior quarter were for security and criminal background and outstanding warrant checks on all clients. If the City is not satisfied with the accounting, the City may request additional information and make payment when it is satisfied the expenses were for security and criminal background and outstanding warrant checks on all clients, make a partial reimbursement or make no reimbursement at all.

MHA acknowledges and agrees that it is being supported in whole or in part by public funds making it subject to the South Carolina Freedom of Information Act. Any documents or other information provided to the City pursuant to this Agreement shall be deemed as a public record under the South Carolina Freedom of Information Act and made available to the public.

If MHA ceases its operations and/or services at the property, the City shall have the right of first refusal to purchase the property at a price and upon such terms and conditions as the parties may negotiate and mutually agree. MHA will provide the City with written notification of its decision to cease operations and/or services at the property. Within thirty (30) days of receipt of the written notification, the City shall exercise the right of first refusal by to purchase the property by giving written notice to MHA requesting that the parties commence with negotiations as to price and terms and conditions of purchase.

Either party may terminate this Agreement at any time without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

If MHA fails to comply with any of the aforesaid terms, conditions and contingencies at any time, City will have the right to immediately terminate this Agreement by giving written notice to MHA of such termination.

If this Agreement is terminated, neither party shall have nor owe any further obligations to the other after the effective date of termination.

The parties may amend this Agreement at any time provided that such amendment is executed in writing and signed by a duly authorized representative of both parties.

In the event any provision(s) of this Agreement are held to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement, shall remain to be in full force and effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had

effect, enforceable in accordance with its terms as if such provision(s) had not been included, or had been modified as provided below, as the case may be. To carry out the intent of the parties hereto as fully as possible, the invalid, illegal or unenforceable provision(s), if possible, will be deemed modified to the extent necessary and possible to render such provision(s) valid and enforceable.

In performing its obligations hereunder, the MHA will comply with all applicable federal, state and local laws, regulations and ordinances.

Nothing contained in this Agreement shall be construed as conferring upon any other party the rights of a third party beneficiary.

Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail postage prepaid to:

In the case of the City:

Mayor
City of Columbia
P.O. Box 147
Columbia, SC 29217

With a copy to:

City Manager
City of Columbia
P.O. Box 147
Columbia, SC 29217

In the case of the MHA:

Executive Director
The Midlands Housing Alliance, Inc.

Columbia, SC _____

The City and the MHA, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

This Agreement shall be construed under the laws of the State of South Carolina. MHA agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under this Agreement and the performance thereof.

Any approvals required from the City will be deemed given if provided by the City Manager or his designated City representative.

This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same.

The failure of either MHA or the City 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 other time. Waiver of any breach of this Agreement by MHA or the City shall not constitute waiver of a subsequent breach.

IN WITNESS WHEREOF, the parties have entered into this Agreement which shall have an effective date on the date last signed by an authorized representative of either party.

Witnesses as to City:

CITY OF COLUMBIA

Dee Dee Janning

By: *SA Gantt*
Steven A. Gantt,

Its: City Manager

S. Daniel

Date: 09/29/2011

Witnesses as to the MHA:

The Midlands Housing Alliance, Inc.

By: _____

Its: Executive Director

Date: _____