



CITY OF COLUMBIA
AGENDA MEMORANDUM

MEETING DATE: July 19, 2016

DEPARTMENT: Senior Assistant City Manager

FROM: *Smith Baker, Senior Assistant City Manager*

SUBJECT: 2016 River Alliance Contract

PRESENTER: S. Allison Baker

FINANCIAL IMPACT: 2124313- Hospitality Tax
1011111-Administration-Senior Assistant City Manager
\$51,000.00

ORIGINAL BUDGET: \$51,000

CLEAN WATER 2020?: No

City Council is asked to approve the contractual agreement between the City of Columbia and the River Alliance for the period of July 1, 2016 through June 30, 2017. The scope of work for this period is outlined in the attached contract.

ATTACHMENTS:

- 2016-2017-RiverAllianceAgreement (PDF)
- Exhibit A-River Alliance 2016-2017 (PDF)

AGREEMENT

THIS Agreement made this ___ day of _____, 2016 by and among the River Alliance, (“the Contractor”) and the City of Columbia, South Carolina (the “City”).

WITNESSETH:

WHEREAS, the City and the Contractor have a mutual desire to enter into a written agreement outlining the terms and conditions of their association;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the City and the Contractor agree as follows:

A. **RESPONSIBILITIES OF CONTRACTOR:** The Contractor shall provide professional services to the City as approved by City Council on _____, 2016 and outlined in Exhibit “A” (attached) for FY 2016-2017.

B. **RESPONSIBILITIES OF THE CITY:** The City will support the operations of the Contractor in a not-to exceed amount of Fifty-one Thousand and No/100 (\$51,000.00) Dollars, payable upon the receipt of invoices.

C. **MISCELLANEOUS**

1. **Choice of Law:** This Agreement shall be governed by, and construed according to the laws of the State of South Carolina.

2. **Heading for Reference:** The headings contained herein are merely for reference and shall not control or modify the provisions of this Agreement.

3. **Term:** This Agreement shall be effective upon final execution of both parties hereto but subject to final approval by City Council for the City of Columbia. This Agreement shall expire one (1) year from its effective date as established herein.

3. **Termination:** This Agreement may be terminated by the City of Columbia at any time upon written notice thirty (30) days before the effective date of such termination. In the event of any such termination, the City shall not be obligated to fund any remaining payments outlined herein. The Contractor shall be entitled to retain any payments already made, regardless of the termination date. In the event of non-appropriation by City Council for the City of Columbia during any period outlined in this Agreement, this Agreement shall immediately terminate without recourse.

4. **Default:** Should the City default under any of the terms or conditions outlined in this Agreement, the Contractor’s sole remedy shall be cancellation of this Agreement and retention of any payments made as of the effective date of such termination. In the event of a breach by

Contractor, the City shall be entitled to terminate this Agreement and shall be entitled to a refund of any payments made on a pro-rata basis.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF COLUMBIA, SC

RIVER ALLIANCE

By: Teresa Wilson

By: Michael Dawson

Its: City Manager

Its: Chief Executive Officer

Date: _____

Date: _____

WITNESSES TO CITY:

WITNESSES TO RIVER ALLIANCE:

APPROVED AS TO FORM


Legal Department City of Columbia, SC

EXHIBIT A: River Alliance 2016-2017

The River Alliance accepts Fifty-one Thousand and No/100 (\$51,000.00) from City of Columbia for fiscal year 2016-2017.

This will enable the River Alliance to do the following, within the scope of the 1995 “Agreement of the River Alliance.”

- Continue to advocate for the objectives of the Three Rivers Greenway system, connecting citizens to water and enhancing downtown development potential.
- Provide management for the Saluda Riverwalk as a high priority “Transportation Penny” project. Finalize property acquisition. Manage the project through design, procurement and construction by phases.
- Work with the City of West Columbia to plan the I-26 Saluda River Crossing and connect this project to the Saluda Riverwalk. Develop future connections.
- Manage the “First Island” project as an addition to Columbia’s Three Rivers Greenway. Solicit private funding. Coordinate with the City of Columbia, Richland County and the Saluda Riverwalk project.
- As requested, provide project management for the connection of Granby Park to Blossom Street as an addition to Columbia’s Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management for the connection of Coble Plaza to Riverfront Park as an addition to Columbia’s Three Rivers Greenway, with the River Alliance to be paid a project management fee as separately agreed with the City.
- As requested, provide project management expertise for other Greenway additions.
- Protect existing and advocate for additional federal and state capital funding for the Three Rivers Greenway.
- Continue to manage the 12,000 Year History Project. Support the working group to oversee operations.
- Continue to expand national recognition for the Three Rivers Greenway through the U.S. Department of Interior “National Recreational Trails” and similar programs.
- Market existing river related activities as components of community enhancement and workforce recruitment.
- Work to enhance the safety of Greenway and river users, anticipating increased watercraft access along new projects.
- Work to attract development to opportunity areas along the Broad, Saluda, and Congaree Rivers.
- Provide periodic status reports.