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**RESOLUTION NO.: R-2012-070**

*Authorizing the City Manager to execute an Amendment to the Agreement  
between the City of Columbia and City Center Partnership for the Administration  
of the City Center Business Improvement District*

BE IT RESOLVED by the Mayor and City Council this 10th day of July, 2012, that the City Manager is authorized to execute the attached Amendment to the Agreement between the City Center Partnership, Inc. for the administration of the City Center Business Improvement District.

Requested by:

Joseph Timmons,  
Risk Management

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 7/10/2012  
Final Reading: 7/10/2012

**AMENDMENT TO AGREEMENT BETWEEN  
THE CITY GOVERNMENT OF COLUMBIA, SOUTH CAROLINA  
AND  
CITY CENTER PARTNERSHIP, INC.  
FOR  
ADMINISTRATION OF THE  
CITY CENTER BUSINESS IMPROVEMENT DISTRICT**

This Amendment to the Agreement between the City of Government of Columbia, South Carolina and City Center Partnership, Inc. for the Administration of the City Center Business Improvement District ("Agreement") is hereby entered into by the City of Columbia ("City") and City Center Partnership, Inc. ("CCP") this 20<sup>th</sup> day of July, 2012.

FOR AND IN CONSIDERATION of the sum of One and No/100 (\$1.00) Dollars and good and other valuable consideration, the City and CCP agree as follows:

The requirement of providing the fidelity bond as provided in Paragraph 15 of the Agreement is hereby waived.

During the life of the Agreement, CCP shall maintain the City as an additional insured on a general liability insurance policy with minimum limits of \$1,000,000.00 per occurrence and an aggregate of \$2,000,000.00. CCP shall also maintain automobile liability coverage. All insurance required shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of insurance provided by the CCP and shall not contribute to it.

Each insurance policy required by this Amendment shall be endorsed to state coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits unless a minimum of thirty (30) days prior written notice is given with the exception of ten (10) days prior written notice for nonpayment of premiums only, by certified mail, return receipt requested, has been given to the City.

CCP shall procure and shall maintain during the life of this contract, Workmans' Compensation Insurance for all of the employees to be engaged in work or performance of the Agreement, and in case any such work or performance of the Agreement is sublet, CCP shall require the subcontractor similarly to provide Workmans' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CCP's workmans' compensation insurance. CCP shall not permit any person who is not protected by workers' compensation insurance or a properly approved self-insured workers' compensation program to perform any activity related to the Agreement.

Except as modified hereby, the Agreement shall remain in full force and effect.

CITY OF COLUMBIA

CITY CENTER PARTNERSHIP, INC.

By: [Signature]  
Steven A. Gantt  
Its: City Manager

By: [Signature]  
R. Matthew Kennell  
Its: President & CEO

Sworn to and subscribed to before me, a Notary Public, this 20<sup>th</sup> day of July, 2012, by M. Kennell, the President of CCP, Inc. and duly authorized to execute this instrument on CCP, Inc.'s behalf.

[Signature]  
Notary Public  
My Commission Expires: 3/30/2014

ATTEST:  
[Signature]  
City Clerk

APPROVED AS TO INSURANCE:  
[Signature]  
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:  
[Signature]  
City Attorney

FILED IN THE OFFICE OF THE  
CITY CLERK:  
[Signature]  
Date: July 23, 2012