

**ORIGINAL
STAMPED IN RED**

RESOLUTION NO.: R-2021-059

*Authorizing the City Manager to execute an Intergovernmental Agreement
Relating to Bike Infrastructure between the City of Columbia and Richland County*

BE IT RESOLVED by the Mayor and City Council this 1st day of June, 2021, that the City Manager is authorized to execute the attached Intergovernmental Agreement Relating to Bike Infrastructure between the City of Columbia and Richland County, or on a form approved by the City Attorney, for the terms and conditions therein contained.


Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:

ATTEST:



City Attorney



City Clerk

Introduced: 6/1/2021
Final Reading: 6/1/2021

INTERGOVERNMENTAL AGREEMENT RELATING TO BIKE INFRASTRUCTURE

This INTERGOVERNMENTAL AGREEMENT RELATING TO BIKE INFRASTRUCTURE ("Agreement") is made and entered into, by and between Richland County, South Carolina, a body politic and corporate in the State of South Carolina ("County") and the City of Columbia, a perpetual body, politic and corporate, a municipal corporation in the State of South Carolina ("City").

RECITALS:

WHEREAS, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

WHEREAS, the County, proposed and voters approved a referendum for the Transportation Penny Tax Program in 2012, which imposed a 1% sales tax; and,

WHEREAS, the County Transportation Penny Tax Program focused on three areas including Roadways, The Comet, and Bikeway, Pedestrian and Greenways; and,

WHEREAS, the Bikeway, Pedestrian, and Greenways program has a total budgeted amount of \$80,888,356 to be utilized to enhance the pedestrian and bicyclist experience through bike paths, sidewalks, and greenways; and

WHEREAS, the County intends to construct bikeways through out the community in the form of Bike Boulevards, Bike Lanes, Cycle Tracks, Multi Use Paths and similar (collectively "bike infrastructure"); and

WHEREAS, the parties desire to enter into this maintenance and installation agreement regarding bike infrastructure in order to allocate the installation responsibilities and the respective long-term maintenance for the designated items and areas between the County and the City in this agreement;

NOW, THEREFORE, in consideration of the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged.

Section 1. Bike Infrastructure.

The City shall design, or have designed, detailed plans for construction/installation of herein described bike infrastructure. These plans shall comply with the City's Engineering Regulations for bike infrastructure and with SCOOT standards. The City shall secure all approvals from SCDOT with regard to installation of bike infrastructure within SCDOT right-of-way. The project will comply with all applicable City codes and state and federal regulations.

The City shall construct/install the Project. During the construction/installation of the project, the City, in consultation with the County, may propose modifications to construction plans to address unique or unknown issues in the field. Such modifications will adhere to the within delineated budget. The County may, in its sole discretion, authorize change orders, modifications, or alterations to the Project Plans that it deems necessary to complete the Project so long as such change orders, modifications, or alterations are within the scope of the project.

Section 2. The City's Responsibilities.

(a.) City agrees to design, construct/install, operate and maintain those portions of bike infrastructure which are located within the City municipal boundaries. Such design, construction/installation, operation and maintenance shall be performed in a nondiscriminatory manner with regard to race, color, religion, ancestry or national origin, sex, age marital status, sexual orientation, gender identity, or on the basis of disability. The City further agrees to operate and maintain those portions of the bike infrastructure within the city limits in a safe and usable manner, and for their intended purpose, throughout the term of this agreement, or any extension thereof. The City further agrees to provide sufficient and appropriate police patrol of bike infrastructure as a part of its normal police functions on streets located within the City, so long as the bike infrastructure exist and are within the municipal limits of the City.

(b.) The City agrees to install/construct the following locations, which are within the City Limits, of bike infrastructure as described below, insofar as the funds provided by the County will cover the installation/construction, and in order of priority as to be determined by the City.

- i. Bike Boulevard: Richland County Transportation Penny Program Bike Projects NO. 224, 240, and 259 otherwise known as College, Laurens, Oak, Greene, and Saluda. A designated bike boulevard that begins at Oak and Elmwood to Oak and College, then to College and Lauren, then Laurens and Greene, then to Green and Pickens. In addition, from Greene and Laurens to Green and Saluda, then to Saluda and Wheat.
- ii. Bike Boulevard: Richland County Transportation Penny Program Bike Projects No. 216 otherwise known as Williams, Tryon, Heyward, Lincoln, and Catawba. A designated bike boulevard that begins at Blossom and Williams, then to Williams and Catawba, then to Catawba and Tyron, then to Tryon and Heyward, then to Heyward and Lincoln, then to Lincoln and Catawba, then ending at Catawba and Sumter.
- iii. Bike Boulevard: Richland County Transportation Penny Program Bike Projects No. 218, 230, 231 otherwise known as Chester, Elmwood, Wayne, Edgefield, and Park. A designated bike route that begins at Edgefield and River, then to Edgewood and Park, then to Park and Chester, then to Chester and Wayne, then to Wayne and Elmwood, then to Wayne and Hampton, in addition a connection from Wayne and Elmwood to the Vista Greenway and Elmwood, as well as a connection from Park and Chester to Park and Calhoun. The connection from Elmwood and the vista greenway to the dead end of Elmwood shall not be constructed as there is no connecting element at this time.
- iv. Bike Lane and Sharrow Markings- Calhoun Street: Richland County Transportation Penny Program project otherwise known as Calhoun Street Road Diet Project. A designated sharrow lane markings from Wayne to Park, bike lanes and road diet from Park to Pickens, and designated sharrow lane markings from Pickens to Harden.
- v. Bike Lane and Buffered Bike Lane -Washington Street: Richland County Transportation Penny Program project otherwise known as Pickens St/Washington St/Wayne St. Bikeways project. A designated bike lane from Lincoln Street to Park Street, buffered bike lanes from Park Street to Pickens Street.

- (c.) The City agrees to the following specific bike infrastructure maintenance responsibilities for the locations in Section 2(b.), which are within the City municipal boundaries, throughout the term of the agreement, or any extension thereof:
- i. Bike Boulevards: The City will maintain all sharrows, share the road signs, and bike boulevard directional signage that may be a part of the Bike Boulevard system. This responsibility includes maintaining the appearance and integrity of the bike boulevard infrastructure.
 - ii. Bike Lanes: The City will maintain all bike lanes striping, markings, share the road signs, bike lane begins/bike lane ends signs, and other associated elements of bike lanes. This responsibility includes maintaining the appearance and integrity of the bike lane infrastructure.
 - iii. Buffered Bike Lanes: The City will maintain all buffered bike lanes striping, markings, bike lane begins/bike lane ends, share the road signs, and other associated elements of buffered bike lanes. This responsibility includes maintaining the appearance and integrity of the buffered bike lane infrastructure.
 - iv. Cycle Tracks: The City will maintain all cycle track striping, markings, share the road signs, vertical separation devices, bike lane begins/bike lane ends, and other associated elements of bike lanes. This responsibility includes maintaining the appearance and integrity of the cycle track infrastructure.
 - v. Multi Use Paths: The City will maintain all Multi Use Path striping, markings, signs, and other associated elements of a multi-use path. This responsibility includes maintaining the appearance and integrity of the multi-use path infrastructure.
 - vi. Road Diet: The City will maintain a road diet which often includes the reduction of lanes or the changing of lane configuration while also possibly providing bike boulevard elements, Bike Lane elements, buffered bike lane elements, and cycle track elements and all associated components such as painted lines and symbols, signage, vertical separation elements, etc. This responsibility includes maintaining the appearance and integrity of the road diet infrastructure.

Section 3. Miscellaneous Provisions

- (a) The City's design, installation/construction, operation and maintenance obligations shall commence upon receipt of funding and from the County. It is intended that the parties to his agreement recognize and acknowledge that as governmental entities, their authority, and capacity to perform the maintenance obligations identified herein is subject to each maintaining the respective legal authority to do so. In addition, the allocation of the operation and maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained by the City due to road reconstruction or other roadway modification; provided, however, that the operation and maintenance obligation shall in no event be less than ten (10) years from the date of Project completion, except upon removal of the particular portion of the Project.
- (b) The County's funding obligations shall commence upon execution of this agreement. These funding obligations shall be limited to and not exceed the amounts approved by County Council for the projects herein, or any amendments thereof, as provided in Exhibit A. County shall, upon execution of this Agreement and invoice by the City, pay to the City the entire budgeted amount provided in Exhibit A. The County's funding obligations shall cease upon payment, and the County shall have no obligation to operate or maintain the bike infrastructure once fully installed. The City shall provide quarterly detailed expenditure records for all monies spent on the Project during such period. A detailed final audit report shall be due at Project completion.

- (c) The spending of the funds will be pursuant to the SCDOR Guidelines, and any funds that are determined by an audit to have been spent outside of such guidelines shall be immediately refunded to the County by the City.
- (d) Subsequent to this agreement, the County and City shall develop and agree upon a timeline for the development and completion of each of the projects herein.
- (e) This agreement will not create any duty or responsibility to anyone other than the Parties to the Agreement, nor does it create any rights enforceable by anyone other than a party (third party beneficiary) to the agreement.
- (f) This Agreement is to be governed, construed, and interpreted by the laws of the State of South Carolina. The parties do not waive sovereign immunity except to the extent that litigation may be commenced in the Circuit Court of Richland County, South Carolina as may be necessary. The Parties to the Agreement will agree that litigation will not be commenced until notice is given and the parties have attempted through discussion and mediation to resolve any disputes.
- (g) The official executing this Agreement on behalf of the City of Columbia will represent and assert actual authority to bind the City to the obligations and commitments made in this Agreement. Similarly, the official executing this Agreement on behalf of Richland County will represent and assert actual authority to bind Richland County to the obligations and commitments made in this Agreement.
- (h) Waiver: 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 provision 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.
- (i) Notice: Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and Addressed to: City of Columbia, P.O. Box 147, Columbia, SC 29217. Written notice to Richland County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and Addressed to: Richland County Transportation, P.O. Box 192, Columbia, SC 29202.

Section 4. Cooperation. The County and the City recognize the need for cooperation among the parties for the continued development of Bike Infrastructure. The County and City agree to cooperate and take any additional actions or to execute additional documents necessary to cause this Agreement to be effectuated.

Section 5. Default. In the event of a breach of this Agreement or failure by the County or City to meet the commitments set forth herein, the County and City each have the right to pursue such remedies and damages as may be available at law or in equity.

Section 6. Jurisdiction. This Agreement is governed by and interpreted in accordance with laws of the State of South Carolina, exclusive of the conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction.

Section 7. Severability. In case any one or more of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect for any reason whatsoever, the validity, legality, enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8. Termination. The allocation of the maintenance obligations for the items identified will terminate with the end of the useful life of the project or the removal of a particular item being maintained, whichever shall first occur, provided, however, that the operation and maintenance obligation shall in no event be less than ten (10) years from the date of Project completion, except upon removal of the particular portion of the Project.

Section 9. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

Section 10. Amendments to Agreement The County and the City recognize the need for cooperation among the parties for the continued development of Bike Infrastructure. The County and City agree to cooperate and take any additional actions or to amend this agreement to allow for more intergovernmental infrastructure projects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officials and is effective as of the date of the last signature hereinbelow.

RICHLAND COUNTY, SOUTH CAROLINA

CITY OF COLUMBIA, SOUTH CAROLINA

By: Paul Loringel
Chair, County Council

By: Teresa B. Wilson
Teresa B. Wilson, City Manager

Attest Andrea M. Mathis
Clerk, County Council

Attest Erica D. M. Hammond
Clerk, City Council

Date:

Date: 6/4/2021 | 2:48:35 PM EDT

APPROVED AS TO FORM
[Signature]
Legal Department City of Columbia, SC
5/5/2021

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

EXHIBIT A

Related Penny Projects per Richland County Ordinance 039-12HR:

A: College, Laurens, Oak, Greene, and Saluda Bike Boulevard: \$379,516 Bikeway

Project Name

1. College St/Laurens St/Oak St/Taylor St:
2. Saluda Ave
3. Greene St. (Bull St to Saluda Ave)

B: Williams, Tryon, Heyward, Lincoln, and Catawba Bike Boulevard: \$255,692 Bikeway

Project Name

1. Catawba St
2. Catawba St/Tryon St/Whaley St/Williams St

C: Chester, Elmwood, Wayne, Edgefield, and Park Bike Boulevard: \$32,441 Bikeway

Project Name

1. Chester St/Elmwood Ave/Wayne St
2. Elmwood Ave
3. Edgefield St/Park St

D: Calhoun Street Road Diet, Bike Lane and Sharrow Markings- Calhoun Street: \$88,292

Project Name

1. Calhoun Street (Wayne to Harden)

E: Washington Street Bike Lane and Buffered Bike Lane –Washington Street: \$68,391 Bikeway Name

Project Name

1. Pickens St/Washington St/Wayne St

Note: Bikeway Name is the corresponding project in Richland County Ordinance 039- 12HRAppendix A. The dollar figure is the Not to Exceed (NTE) amount allowed in 039-12HR Appendix A.