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RESOLUTION NO.: R-2017-107

Authorizing the City Manager to execute a Memorandum of Understanding between the City of Columbia, Richland County, South Carolina and the Columbia Housing Authority for the Gonzales Gardens Demolition Project

BE IT RESOLVED by the Mayor and City Council this 17th day of October, 2017, that the City Manager is hereby authorized to execute the attached Memorandum of Understanding, or on a form to be approved by the City Attorney, between the City of Columbia, Richland County, South Carolina and the Columbia Housing Authority for the Gonzales Gardens Demolition Project.

(Funding Source: State Housing Neighborhood Improvement Program (NIP))

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 10/17/2017

Final Reading: 10/17/2017

STATE OF SOUTH CAROLINA) MEMORANDUM OF UNDERSTANDING
) BETWEEN RICHLAND COUNTY, COLUMBIA
) HOUSING AUTHORITY, AND THE CITY OF
) COLUMBIA
COUNTY OF RICHLAND) (Gonzales Gardens Project)

This Memorandum of Understanding (“MOU”) is entered into by and between Richland County, South Carolina (the “County”), Columbia Housing Authority (the “Authority”), and the City of Columbia, South Carolina (the “City”).

WHEREAS, the Authority intends to demolish the housing area known as Gonzales Gardens (the “Project”), which is located in the City of Columbia; and

WHEREAS, the Authority has requested financial assistance from the City and the County for the costs of the Project; and

WHEREAS, the City has been awarded a Neighborhood Initiative Program (NIP) grant by the South Carolina State Housing Finance and Development Authority for use on the Project; and

WHEREAS, the County finds that the demolition of Gonzales Gardens will benefit the citizens of Richland County; and

WHEREAS, the City has stated its intent, if financially feasible, to donate up to \$1,000,000 towards the Project, of which all or a portion thereof can be funds accessed by the City through another agency, such as the State Housing Finance and Development Authority;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The City intends to provide approximately \$1.12 million to the Authority for the eligible demolition costs of the Project. The parties acknowledge and agree that the grant of funds to the Authority by or through the City is subject to a vote of the Columbia City Council and any relevant grant funding requirements and that until such vote, this paragraph evidences the City’s

intent only and does not obligate the City to provide any funds to the Authority.

2. The County agrees to waive all tipping fees for the demolition debris created by the demolition of Gonzales Gardens in a prorated amount equal to 50% of the City's contribution; provided, however, such amount shall not exceed \$499,500. The parties acknowledge and agree that the County's waiver of tipping fees is conditioned upon the City's contribution. If the City fails to provide evidence of available funding for the Project, the County is not obligated to provide any funds or waive any tipping fees. The fees shall be calculated based on the fees set by County Council for C&D landfill debris at the time of the delivery of the debris.

3. The Authority agrees as follows:

a) All debris from the Project will be delivered to the Richland County Class Two Landfill at 1070 Caughman Road North (the "Landfill") on behalf of the Authority and shall be asbestos free and meet the County's disposal requirements and definitions for C&D landfills.

b) All reasonably measured amounts of metal generated during demolition of the Project shall be isolated and delivered to the Landfill for the benefit of the County. The County will recycle these materials, thus offsetting the costs for disposal of non- recyclables.

c) All reasonably measurable amounts of clean brick, block, cured asphalt, and concrete generated from the Project shall be isolated collectively and delivered to the Landfill for the benefit of the County. Such material determined to have been substantially contaminated during the demolition shall not have the tipping fee waived if the material has to be buried. The County will crush the clean material and use such on roads and stormwater conveyances, thus saving on the purchase of other similar products.

d) The Authority, or its authorized representative, shall monitor the demolition and isolation activities of the Project and certify in writing that the above conditions were met.

e) In order for the tipping fee to be waived, each load of debris delivered to the Landfill shall be accompanied by a signed written document from the Authority, or their authorized representative, certifying the origin of the load.

f) The Authority shall allow representatives of the Richland County Solid Waste & Recycling Department to inspect the demolition activities during normal Project work hours to ensure compliance with these provisions.

g) The County may at any time and at its expense direct the debris from the Project to another landfill of the County's choice for disposal of the non-recyclable debris.

h) Any disputes relating to compliance with these conditions shall be resolved at the sole discretion of the County.

4. The parties agree that this MOU is not an agreement by the parties to participate in any Tax Increment Financing (TIF) district.

5. The parties may terminate this agreement with thirty (30) days written notice to the other parties. Notwithstanding paragraph one, the City's failure to contribute funds to the Authority, as specified in paragraph one, for the Project prior to demolition automatically terminates this MOU in its entirety.

6. In the event that the Authority shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of five (5) days after written notice of default has been provided by the County, then the County shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

7. The failure of any party to insist upon the strict performance of any provision of this MOU 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 MOU at any time. Waiver of any breach of this MOU by any party shall not constitute waiver of any subsequent breach.

8. If any provision of this MOU or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

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

WITNESSES:

Gerald Seals, County Administrator
on behalf of RICHLAND COUNTY
Date: _____

WITNESSES:

[Signature]

[Signature]

[Signature]

Teresa B. Wilson, City Manager
on behalf of CITY OF COLUMBIA
Date: 10/17/2017

WITNESSES:

By: _____
on behalf of COLUMBIA HOUSING
AUTHORITY
Date: _____

APPROVED AS TO FORM

[Signature] 10/13/17

Legal Department City of Columbia, SC