

RESOLUTION NO.: R-2021-106

Ratifying and Authorizing the City Manager to execute a Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement between the City of Columbia and Prisma Health and any documents necessary to consummate the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways

BE IT RESOLVED by the Mayor and City Council this 9th day of November, 2021, that the City Manager's execution of the Columbia Riverfront Park, Saluda River Greenway, and Vista Greenway Donation Agreement ("Donation Agreement") between the City of Columbia and Prisma Health, a non-profit, for the acceptance of a donation to the City for the use and support of Riverfront Park and Greenways is authorized, ratified; and,

BE IT RESOLVED that in acknowledgment of such donation, the Riverfront Park and Greenways shall now be named "Prisma Health Riverfront Park," "Prisma Health Saluda River Greenway," and "Prisma Health Vista Greenway," as indicated in the Donation Agreement; and,

BE IT FURTHER RESOLVED that the City Manager is authorized to execute any other documents necessary, as approved by the City Attorney, and that City Council does hereby ratify any such documents executed, in order to consummate the acceptance of the donation and renaming of Riverfront Park and Greenways.

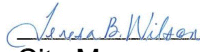
Requested by:

Assistant City Manager Gentry



Mayor


Approved by:



City Manager

ATTEST:

Approved as to form:



City Attorney



City Clerk

Introduced: 11/9/2021

Final Reading: 11/9/2021

Columbia Riverfront Park, Saluda River Greenway and Vista Greenway Donation Agreement

This public-private collaboration and Donation **Agreement** (“Agreement”), effective as of September 30, 2021 (“Effective Date”), is made and entered into by and between **Prisma Health**, a South Carolina nonprofit corporation (“Prisma Health”), and the **City of Columbia, South Carolina** (the “City”).

RECITALS

WHEREAS, the parties recognize that public parks, open spaces, and recreational opportunities accessible to all residents and visitors are an essential component of our community’s physical, economic, and social health and wellbeing; and

WHEREAS, the City’s creation and development of new public parks and other recreational facilities has been an acclaimed success which has improved the health and overall quality of life for its residents and visitors; and

WHEREAS, the City is committed to improving the quality of life in the community by continuing to enhance amenities of Riverfront Park, Saluda River Greenway and the Vista Greenway along with existing and planned connectors (collectively known as “Riverfront Park and Greenways”) located the City of Columbia which will serve as a space for the City’s diverse communities to gather together for recreation, fellowship, and learning; and

WHEREAS, Prisma Health is a not-for-profit integrated health system organized for charitable, educational, and scientific purposes to promote, facilitate, and enhance the delivery of quality, efficient, effective and economical health care and related services to the residents and visitors of the City, Richland County, and the broader region; and

WHEREAS, consistent with Prisma Health’s mission and purpose, Prisma Health wishes to make a charitable Donation to the City for the use and support Riverfront Park and Greenways as set forth in this Agreement; and

WHEREAS, the City desires to accept such Donation, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Donation**. Prisma Health hereby pledges to the City the following Donation: Two Million Dollars (\$2,000,000) (“Donation”).
2. **Payment of the Donation**. The Donation is an irrevocable pledge that will be paid by Prisma Health to City of Columbia for the benefit of the Riverfront Park and Greenways via check, electronic funds transfer, or other methods acceptable to the City. Prisma Health shall pay the

full amount of the Donation on or before October 30, 2021. Prisma Health's Tax Identification Number is 82-2595551.

3. **Use of the Donation.** The Donation shall be held by City of Columbia to be used exclusively for the development, promotion, and support of the Riverfront Park and Greenways. The City and Prisma Health acknowledge and agree that no part of the Donation may be distributed to or used by the City or any third party for any other purpose than the development, support, and promotion of Riverfront Park and Greenways as expressly stated in this Agreement.

4. **Acknowledgment.** In consideration for the Donation, the City will acknowledge the Donation by naming the Riverfront Park and Greenways assets as follows: "Prisma Health Riverfront Park", "Prisma Health Saluda River Greenway", and "Prisma Health Vista Greenway", or similar names acceptable to the parties ("Naming"), the application of which is depicted in **Exhibit A** hereto ("Map"). The Naming is contingent upon approval by City Council, which shall not be unreasonably withheld. Prisma Health acknowledges that the Naming does not include all spaces and areas along the riverfront; certain areas and/or spaces along riverfront are, or may be separately, named for specific sub-areas, but Prisma Health will be the only healthcare provider-related organization granted naming rights in Riverfront Park, Saluda River Greenway and VistaGreenway. Prisma Health will have the ability to utilize Riverfront Park, Saluda River Greenway and Vista Greenway for events that engage the community in health and wellness subject to availability and other approvals required by the City for such activities. Subject to the terms of this Agreement, the Naming will be for a period of 50 years with an option to extend for an additional 50 year term as mutually agreed upon by both parties. ("Term").
 - a. **Signage Identifying Prisma Health.** As a part of the Naming, the City shall display signs visibly identifying all the Riverfront Park and Greenways as identified in Article 4 throughout the Riverfront Park and Greenways at every visitor entry point. The anticipated locations of the signs (subject to final design completion and mutual agreement of the parties) are to be placed on the areas shown on the Map attached as **Exhibit A**. To the extent consistent and in harmony with the Riverfront Park, Saluda River Greenway and Vista Greenway design and appearance, it is the parties' intent that the Prisma Health's signage shall incorporate Prisma Health's name, logo, trademarks, and/or other Prisma Health identifiers in compliance with Prisma Health's branding standards (collectively, "Prisma Health Marks"), the final size and locations of such signage to be mutually agreed upon by the City and Prisma Health. The signage shall be created and installed in a timely manner, concurrent with the Riverfront Park, Saluda River Greenway and Vista Greenway being open for public use, as well as the creation of temporary signage indicating "future" Vista Greenway as plans progress for the extension of the same, using a portion of the funds being donated via this agreement.

 - b. **Name Change; Renaming in the Event of Termination.** During the Term of the Naming, Prisma Health or its successor in interest shall be permitted, at its sole expense, to alter, change, and/or replace the appearance of Prisma Health's Marks on any Greenway Connector signage to be consistent with Prisma Health's then-current

name and branding, provided City approval is obtained prior to actual sign fabrication and installation. Any other request for a change in the Naming of the Riverfront Park, Saluda River Greenway and Vista Greenway signage shall be submitted to the City, and the City shall promptly consider the request, and approval of such request shall be at the sole discretion of City Council, which shall not be unreasonably withheld. If approved, the costs relating to such change, including replacement signage, shall be paid by Prisma Health. Should this Agreement and the Naming be Terminated in accordance with Section 5 herein, the City may rename the Riverfront Park and Greenways. The City shall consider a request by Prisma Health to extend the same Naming prior to accepting new recommendations for naming. The City shall approve any changes to the signs in advance of production and/or installation, the approval of which shall not be unreasonably withheld or delayed.

5. **Termination of Naming.**

- a. **Termination of Naming by the City.** The City may terminate this Agreement and all rights and benefits of the Prisma Health hereunder, including terminating the Naming, (a) in the event of any default in payment of the Donation as provided in this Agreement and the default in payment remains uncured for more than thirty (30) days following receipt by Prisma Health of written notice from the City of the default in payment; or (b) if Prisma Health fails to conduct itself with due respect for social conventions and decency, or willfully engages in any act or conduct or willfully becomes involved in situations which, in City Council's sole judgement, reflects unfavorably upon the City, or which result in Prisma Health being convicted of a crime or otherwise coming into public disrepute. Upon such termination of this Agreement and/or the Naming hereunder, the City shall have no further obligation or liability to Prisma Health and shall not be required to return any portion of the Donation already paid.
 - b. **Termination of Naming by Prisma Health.** Prisma Health may terminate this Agreement and require the City to remove all Prisma Health Naming from Riverfront Park and Greenways at the City's expense if: (a) the City fails to reasonably maintain Riverfront Park and Greenways and surrounding public spaces in good repair and safe condition for use by park visitors; or (b) the City fails to provide adequate policing and public safety in and around the Riverfront Park and Greenways and/or surrounding area becomes notorious for criminal activity. Upon such termination of this Agreement and/or the Naming hereunder, Prisma Health shall have no further obligation to City and shall not be required to pay any portion of the Donation not already paid.
6. **Use of Donor Marks.** To the extent that the City is permitted to use Prisma Health's Marks in signage or other public recognition of Prisma Health's Donation, the City agrees that its use of Prisma Health's Marks is non-exclusive, limited, and non-transferable and each use of Prisma Health's Marks must be approved by Prisma Health prior to use. All right, title, and interest in and to Prisma Health's Marks is and shall remain the sole and exclusive property of Prisma Health. Use of Prisma Health Marks shall be in accordance with applicable Prisma Health policies. City and Prisma Health shall in no way represent any affiliation, partnership, ownership, or any other relationship between the parties other than as expressly contemplated herein.

7. **No Other Duties or Liabilities Assumed by Prisma Health.** Prisma Health assumes no liability for any and all expenses, damages, claims, suits, actions, judgements, and costs arising from the actions of City or any third party with respect to any and all activities associated with the Riverfront Park and Greenways and surrounding public space. Additionally, Prisma Health shall have no duty or obligation towards Riverfront Park and Greenways, including but not limited to, maintenance, operations, or staffing, other than those explicitly stated in this Agreement.
8. **Intent.** It is the agreement of the parties and the intention and wish of Prisma Health that this Donation and any unpaid promised installment under this Agreement shall constitute Prisma Health's binding obligation and shall be enforceable at law and equity including, without limitation, against Prisma Health and Prisma Health's successors and assigns. Prisma Health acknowledges that the City is relying, and shall continue to rely, on Prisma Health's Donation being fully satisfied as set forth herein.
9. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party; provided, however, that the preceding restriction shall not apply to the assignment by Prisma Health to an affiliated company or any successor entity through a sale, merger, or other similar transaction.
10. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
11. **Governing Law and Venue.** This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina, without reference to its conflict of law provisions, and venue for the resolution of all disputes regarding the terms of this Agreement or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of Richland County, South Carolina.
12. **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.
13. **Successors and Assigns.** The rights and obligations of this Agreement shall inure to and be binding upon the successors and assigns of the parties.

*[The remainder of this page intentionally left blank.
The signatures of the parties appear on the following page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representatives:

PRISMA HEALTH

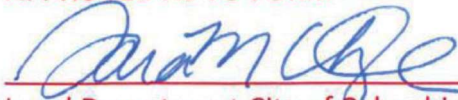
**CITY OF COLUMBIA,
SOUTH CAROLINA**



Mark S. O'Halla
President and CEO
Prisma Health

Teresa Wilson
City Manager
City of Columbia, S.C.

APPROVED AS TO FORM



Legal Department City of Columbia, SC
10/27/2021

Exhibit A
Map of Greenway Connector





Saluda River Greenway



Saluda River Greenway Trails (3.45 Miles)

Saluda River Greenway

Parking Lot



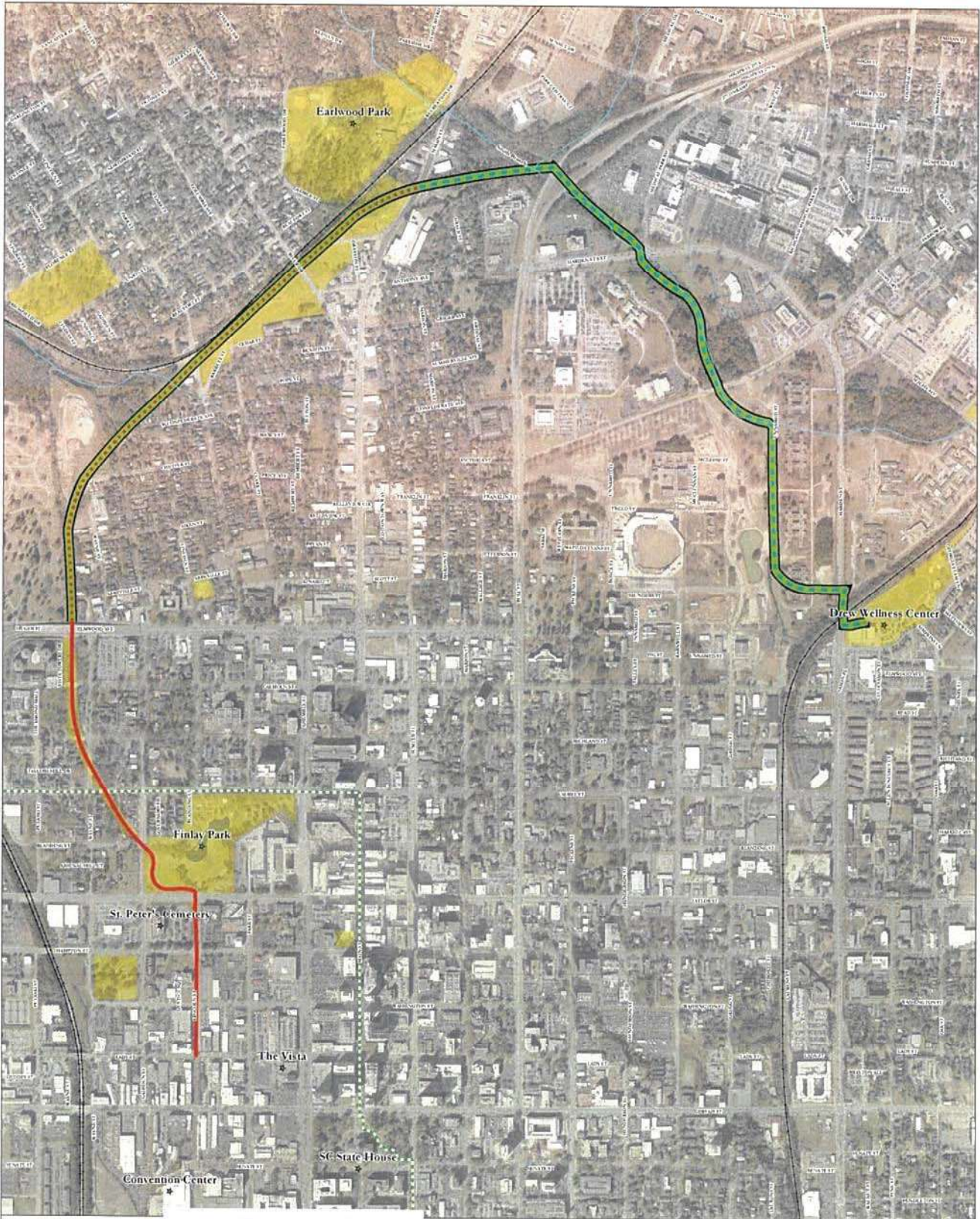


Riverfront Park & South Greenway Connector



Legend

-  Riverfront Park (3.25 Miles)
-  South Greenway Connector
-  Parking Lot



Legend

**Vista Greenway
(Existing and Proposed Extension)**

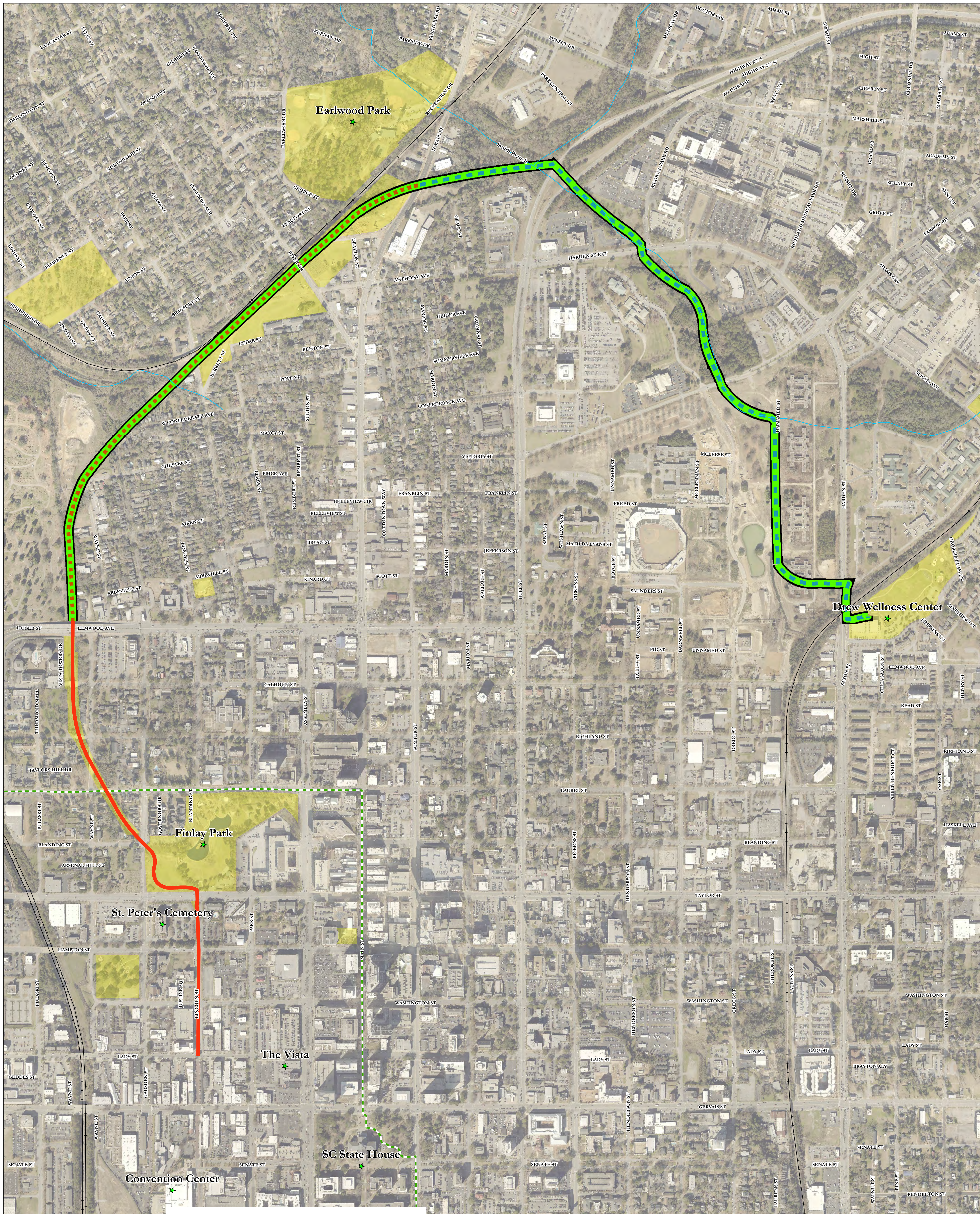


- Proposed Location
- Phase 3
- Phase 4
- Existing Vista Greenway
- Parks
- Palmetto Trail
- Railroad



Disclaimer
The proposed extension layout is subject to change as the phases proceed forward and is intended to reflect a concept and not exact location of the extension





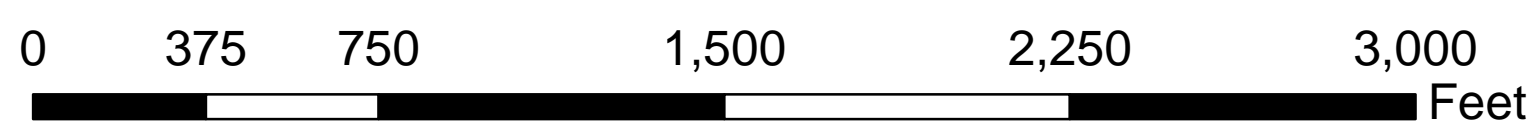
Legend

- Proposed Location**
- - - - - Phase 3
- - - - - Phase 4
- Existing Vista Greenway
- Parks
- - - - - Palmetto Trail
- + + + + + Railroad

Vista Greenway (Existing and Proposed Extension)

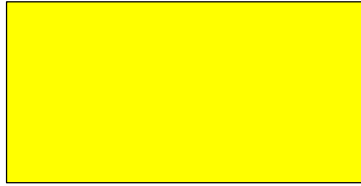


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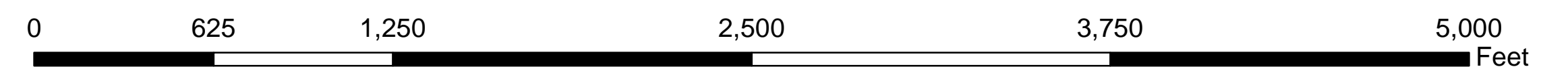
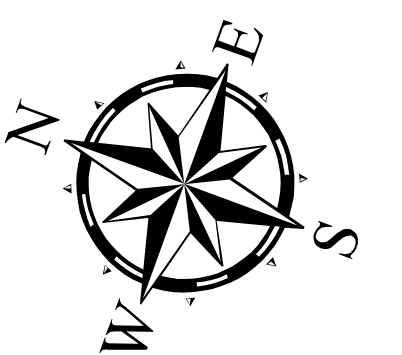


Legend

-  Riverfront Park (3.25 Miles)
-  South Greenway Connector
-  Parking Lot



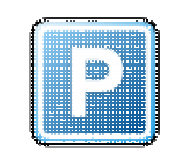


Riverfront Park & South Greenway Connector





Legend

-  Saluda River Greenway Trails (3.45 Miles)
-  Saluda River Greenway
-  Parking Lot

Saluda River Greenway

