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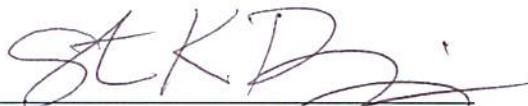
RESOLUTION NO.: R-2013-047

*Authorizing the City Manager to execute an Intergovernmental Agreement
between Lake City, South Carolina and the City of Columbia, South Carolina for
Professional Guidance and Assistance*

BE IT RESOLVED by the Mayor and City Council this 9th day of April, 2013, that the
City Manager is authorized to execute the attached Intergovernmental Agreement between
Lake City, South Carolina and the City of Columbia, South Carolina for Professional
Guidance and Assistance, or in a form to be approved by the City Attorney.

Requested by:

Steve Gantt



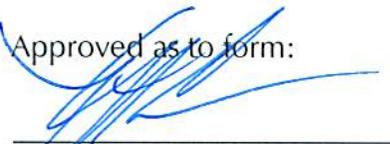
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 4/9/2013
Final Reading: 4/9/2013

**Intergovernmental Agreement
Between Lake City, South Carolina
and the City of Columbia, South Carolina
for
Professional Guidance and Assistance**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as "IGA") is made and entered this _____ day of _____ 2013 between Lake City, South Carolina (hereinafter referred to as "LAKE CITY") and the City of Columbia, South Carolina (hereinafter referred to as "COLUMBIA") for the purpose of providing professional guidance and assistance in specific areas of municipal concern to LAKE CITY.

Whereas, LAKE CITY and COLUMBIA councils are declaring by means of this IGA their desire and intent to create mutual benefit by joining together to share knowledge and resources to promote the interests of both parties; and

WHEREAS, S.C. Code Ann. § 6-1-20 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

Whereas, LAKE CITY and COLUMBIA share many common technology and business process needs that affect public service and community development, thus sharing knowledge and technical resources is an ideal area where local governments can help each other reduce costs and enhance their operations; and

Whereas, COLUMBIA has the ability to provide professional guidance and technical assistance to LAKE CITY; and

Whereas, LAKE CITY has the desire to increase their efficiency and effectiveness in the operation of their municipality through the advice and input from COLUMBIA staff knowledgeable in identifiable areas of concern.

NOW, THEREFORE, pursuant to S.C. Code Ann §6-1-20 and in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed as follows:

RESPONSIBILITIES:

- a) Each party shall be solely responsible for decisions regarding the suitability of any professional guidance or technical assistance for its own planned use.
- b) Each party shall agree to provide such guidance and assistance as it may determine to be feasible to assist the other in working through areas of municipal concern as may from time to time be identified by the party seeking guidance and/or assistance.
- c) Each party shall determine the manner and method of guidance and assistance as may best be rendered for the type of request made.
- d) Confidential Information: The parties agree that their security and technical environments comprise highly sensitive and confidential information, and agree to treat all such information with the most stringent confidentiality. Unless otherwise required by law the parties shall not disclose any Confidential Information to any person or entity except employees or agents of the parties who have a need to know and who have been informed of and agree to abide by the party's obligations under this IGA. All parties shall use not less than the same degree of care to avoid disclosure of Confidential Information as parties use or would use for their own confidential information of like importance and, at a minimum, shall exercise reasonable care. All confidentiality obligations under this IGA shall survive the expiration or termination of this or any other agreement between all parties.

TERM AND EFFECTIVE DATES:

This IGA shall be effective upon the date set forth above. The initial term of this IGA will be for one (1) year from the effective date and may be renewed for successive one (1) year periods (for up to two (2) additional years) or until either party decides the mutual cooperation is no longer in their best interests. Upon notice to the other party, this Agreement shall terminate immediately. Any Confidential Information shared by the parties shall remain governed by this Agreement as if it were in full force and effect, including but not limited to, the prohibition of use for commercial purposes or dissemination to outside parties.

RELEASE AND LIABILITY:

Each party shall be responsible for its own fitness for use, liability from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance under this IGA.

MISCELLANEOUS CONDITIONS:

- a) **Invalidity/Severability.** To the extent that any provision of this IGA is determined to be in contradiction of, or in conflict with any South Carolina state law, or any South Carolina Department of Revenue regulation, then the South Carolina state law or South Carolina Department of Revenue regulation shall control. The provisions of this IGA are severable, and to the extent that the remaining sections may operate to govern the intent of the parties should a section be deemed invalid, the remaining sections shall continue in force and of effect.
- b) **Entire Agreement.** This IGA, along with any amendments or agreements entered into by the parties, constitute the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, shall be binding or valid and deviations from those terms are hereby declared null and void and without any further force and effect.
- c) **No Third Party Rights.** This is an agreement between LAKE CITY and COLUMBIA, and nothing herein creates any rights in any third party.

WITNESS the hands and seals of the parties this day and date first above written:

WITNESSES

Ashley M. Gerking
Dee Dee Fanning

CITY OF COLUMBIA

Teresa Wilson

By: Teresa Wilson
Its: City Manager

WITNESSES:

Charline L. Wasy
James R. Epps

LAKE CITY

Loiith Anderson Jr.

By: Loiith Anderson Jr.
Its: Mayor