

**BEAUFORT COUNTY
SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into as of this 25th day of September, 2017 by and between Southern Carolina Regional Development Alliance (the "Alliance") and Beaufort County, South Carolina, a political subdivision of the State of South Carolina (the "County").

WHEREAS, the Alliance has agreed to provide a comprehensive economic development program for Beaufort County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Services

The Alliance agrees to perform the following services for the County:

- 1) Provide assistance and support of a comprehensive development program for the County as an integrated function of the Alliance mission, which includes, without limitation:
 - Overall assistance services for local program;
 - Industrial Recruitment and Marketing Program Services as part of a Region;
 - Existing Industry and Large Employer Retention and Expansion Program;
 - Site Selection and Development Program;
 - Infrastructure Development Assistance;
 - Strategic Planning support;
 - South Carolina Department of Commerce Liaison; and
 - Community Development support, where appropriate.
- 2) Provide industrial recruitment services, including preliminary research, prospect identification, and marketing strategies to attract and locate job-creating investments.
- 3) Identify and support product development and enhancement strategies.
- 4) Identify, assist and support community development activities and programs that will enhance the opportunities for capital investment and job creation, where appropriate.
- 5) Professionally represent the County, as part of the region, on economic development matters related to potential prospects, other Alliance members, the South Carolina Department of Commerce, and any other entities, where appropriate.
- 6) Work with agencies and other allies to position the County, as part of the Alliance's strategy, as a site of choice for new industrial prospects and the expansion of existing employers within the area.

- 7) Work with and support, where practical, other entities (towns, chambers, schools, etc.) to enhance the overall environment for positive image building and community development, thereby enhancing opportunities for success.
- 8) Assist to enhance the local "Existing Industry Program," in conjunction with the regional EIP, to support and encourage expansion and job growth.
- 9) In conjunction with assigned project managers, work to increase the visibility of the efforts within the local area, and educate the public and State on such efforts to improve the perception of the County.
- 10) Oversee and manage County and BCEDC owned and leased properties that the parties mutually identify as economic development sites, parks or buildings. This includes review of service contracts with maintenance and landscaping providers, among others, and lease/rental agreements, and will make recommendations to the County and BCEDC as to the cost effectiveness of such agreements. Expenses related to County and BCEDC owned or leased properties will be invoiced and billed to the respective finance department for payment or reimbursement, as applicable.

The County acknowledges that the Alliance has limited capabilities and will therefore have to work with the County for certain tasks and/or hire third party service providers. Examples include tasks that must be performed by a licensed engineer, attorney or accountant, or other qualified service provider. The parties agree that the Alliance shall utilize County employees in such cases where commercially reasonable, or, where applicable, will agree in advance as to the responsibility of third party expenses.

Communications

- 1) The Alliance issues monthly marketing and activity reports to all member counties and EDCs, highlighting regional activities.
- 2) The Alliance will report on activities of the Alliance in person to the Council, jointly with the BCEDC on a quarterly basis and the BCEDC monthly as appropriate. Reporting will be generic in nature, so as to protect confidential project information. Protected project information concerning negotiations, proprietary information, and company identification will be delivered as appropriate.
- 3) The Alliance will work with and support the appropriate County offices, and continue to inform on activities, both public and private (where appropriate) that are undertaken.

Personnel

- 1) The Alliance will at all times provide a qualified economic development team with a designated individual educated in County priorities that reports directly to the Alliance President (the "County Development Team"), to work with and support BCEDC personnel.

- 2) The Alliance will direct, manage and oversee the activities of the County Development Team to ensure conformity and compliance with stated and agreed upon County and regional missions and objectives.

Oversight and Direction

The Alliance President and the County Development Team will seek advice, direction, and performance feedback from County representatives on the Alliance's Board of Directors, as well as interaction with BCEDC Chair and BCEDC Administration. The Alliance, based on such guidance, will perform the services required under this Agreement.

County Representation on the Alliance Board of Directors

The County shall appoint three individuals to serve on the Alliance Board of Directors. One of these appointees shall be selected to serve on the Executive Committee of the Alliance Board of Directors. Such appointments shall be made in accordance with the Alliance Bylaws and shall be subject to acceptance by the Alliance Board of Directors and Executive Committee, as the case may be.

Term of Agreement

This Agreement will be for a period of three years from the date hereof with automatic renewal after the contract period in three-year increments. Either party may provide written notice at least sixty days in advance of the expiration of the contract period of its intention not to renew this Agreement for an additional contract period.

Compensation to the Alliance

For Alliance membership and services as outlined: A payment of \$120,000 annually (to be distributed on a quarterly basis) for the term of this Agreement for Alliance services. Payment amount will be reviewed annually and adjusted if warranted and agreed upon by the parties.

The County, upon execution of this Agreement, will also pay a one-time fee of \$5,000 as an additional fee to enable the Alliance to conduct a County assessment and update its marketing and other materials to incorporate the County into the regional organization.

The Alliance and the County agree that this formula and payment may be adjusted, if an alternative method is identified and agreed upon by both parties.

Miscellaneous

- 1) **No Exclusivity.** County acknowledges that the Alliance performs similar services for other counties and may add additional counties in the future. Nothing herein shall be deemed to require the Alliance to perform duties exclusively for the County.

- 2) **South Carolina Law.** This Agreement shall be governed by the laws of the State of South Carolina and shall be construed in accordance therewith.
- 3) **No Waiver.** This Agreement shall not be modified or amended except by a further written document executed by the parties. No provision hereof may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision hereunder shall not be construed as a continuing waiver of such term or provision or as a waiver of any other term or provision.
- 4) **No Third Party Beneficiary.** This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed or otherwise, to create any rights or interests for any party or person other than the Alliance and the County.
- 5) **Independent Contractors.** The parties shall at all times be independent contractors with respect to each other in carrying out this Agreement. This Agreement does not create any agency, joint venture, or partnership, and neither party shall represent to any person or entity that it does.
- 6) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 7) **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and replaces any previously executed agreement for similar services.

In Witness Whereof, the undersigned have caused this Agreement to be continued and executed by their duly authorized officers, as of the date first written above.

Beaufort County Council
Beaufort County, South Carolina

By: 

Its: Chairman

Southern Carolina Regional
Development Alliance

By: 

Its: Chairman