

State of South Carolina)
)
Counties of Beaufort & Jasper)

Contract Agreement
#2023-71

This Agreement is made and entered into by and between the City of Hardeeville (Hardeeville), a South Carolina municipal corporation, created and existing pursuant to South Carolina Code Ann. § 5-7-10, *et seq.*, located within Jasper and Beaufort Counties and the Don Ryan Center for Innovation, Inc. (DRCI) located within Beaufort County (herein, the City of Hardeeville and the Don Ryan Center for Innovation, Inc. may collectively be referred to as the “**Parties**” or each individually a “**Party**”). This Agreement shall be effective on July 1, 2023 contingent upon both parties signing this agreement.

Witnesseth

WHEREAS, DRCI is a non-profit subsidiary of the Town of Bluffton that serves as a business incubator; and

WHEREAS, DRCI and Hardeeville established a one-year Memorandum of Agreement dated January 21, 2021; and

WHEREAS, the Parties signed a new contractual agreement in 2022 to redefine roles and responsibilities of the Parties as defined below; and

WHEREAS, the term of that Agreement was effective from April 1, 2022 through June 30, 2023 and was, upon the mutual agreement of the Parties, eligible to be renewed for one additional three-year term; and

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

1. **Services to be provided:** DRCI will provide to entrepreneurs and small businesses located in Hardeeville access to the RESILIENCY, STARTUP, and GROWTH programs to enable them to achieve their goals. DRCI will provide to the City of Hardeeville full access and utilization of the DRCI, its leadership and resources including financial analysis, consultation and marketing recommendations at no additional cost, similar to services provided to the Town of Bluffton.

2. **Term:** The term of this Agreement shall one (1) year, effective from July 1, 2023 through to June 30, 2024 ("Term") with two, one-year automatic options to renew ("Renewal Term") unless otherwise terminated in accordance with Paragraph 3.

3. **Termination:** This Agreement shall only be terminable by either party in writing no later than 120 days prior to the expiration of either the Term or the Renewal Term.

4. **Financial Agreement:** Hardeeville shall pay to DRCI the sum of Fifty-Seven Thousand Five Hundred (\$57,500.00) dollars for the services to be provided through June 30th annually. The payment shall be paid in full on or before _____.

5. **DRCI Programs and Services:** All Hardeeville Business License holders will be automatically enrolled as a Member of DRCI by uploading the license holder file into the DRCI membership database system. Once completed, these businesses will become members with full privileges as any other member. Any other Hardeeville business owners that obtain a business license during the term of this agreement can become Members of DRCI by going to the DRCI website and enrolling into the program. With Membership, the Hardeeville businesses have access to The HUB at no charge. As a standard procedure, all Members access to the HUB will require use of the DRCI reservation system. Support from the DRCI leadership team including financial analysis is also included with Membership.

6. **Board Membership:** Hardeeville shall be entitled to one voting board member position and one alternate on the DRCI Board during the term of this Agreement as appointed or designated by the Hardeeville City Manager. In addition, one non-voting member from the City of Hardeeville shall be added to the DRCI Board during the term of this Agreement as appointed by the Hardeeville City Manager. Appointees shall be identified by name and title. The formal appointment to the DRCI Board will be completed in compliance with standard DRCI Board and Bluffton Town Council procedures.

7. **Administrative Requirements:**

a. Hardeeville shall:

- Designate a primary point of contact for DRCI
- Within 30 days of execution of this Agreement, develop an action agenda in conjunction with DRCI
- Relevant staff to attend monthly meetings in Hardeeville
- Help DRCI engage with the Jasper County Chamber of Commerce
- Post four (4) social media posts per month on City of Hardeeville's social media pages as written by DRCI or Hardeeville, two of which shall be boosted
- Provide to DRCI monthly updated business license holders, ribbon cuttings and relevant events that DRCI could attend.

b. DRCI shall:

- Within 30 days of execution of this Agreement, develop an action agenda in conjunction with Hardeeville
- Relevant staff to attend monthly meetings in Hardeeville
- Develop agenda and monthly report for the monthly meetings
- Create social media post content for Hardeeville
- Boost two social media posts for Hardeeville per month on DRCI's social media pages
- Provide a scheduled monthly newsletter to Hardeeville business license holders and prospects
- Provide to City of Hardeeville Quarterly City Council updates (if desired)

8. **Modifications:** This agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

9. **Responsibility to Respective Governing Bodies:** Each Party is responsible for any notice, reporting, or approval requirements to their respective governing body as may be required under South Carolina Law.

10. **Severability:** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11. **Freedom of Information Act:** Any information shared or furnished to either Party pursuant to this Agreement shall be subject to the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the South Carolina Code of Laws, 1976, as amended, unless otherwise exempt from disclosure. Responding to any validly submitted Freedom of Information Act request will be the responsibility of the Party that receives the request and such party will be responsible for any costs related to responding thereto; nevertheless, neither Party is obligated to obtain documents in possession of another Party to respond to a Freedom of Information Act request.

12. **Jurisdiction:** This Agreement has been made and entered into in the State of South Carolina and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

13. **Construction:** The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[Remainder of Page Intentionally Omitted. Signature Page(s) to Follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by:

DON RYAN CENTER FOR INNOVATION

CITY OF HARDEEVILLE, a South Carolina political subdivision

BY: _____
David Nelems, DRCI CEO

BY: _____
Michael Czymbor, City Manager

DATE: _____

DATE: _____