UNIVERSITY OF SOUTH CAROLINA)	Bluffton Ambassador Program Agreement
) Be	tween the Town of Bluffton, the University of South
COUNTY OF BEAUFORT) Ca	rolina, and the University of South Carolina Beaufort

WHEREAS, this AGREEMENT was made and entered into on the 19th day of December 2017 by and between the University of South Carolina, a public university of the State of South Carolina (hereinafter "USC"), University of South Carolina Beaufort, an institution of the USC system (hereinafter "USCB"), and the Town of Bluffton, a political subdivision of the State of South Carolina (hereinafter "Town"). USCB and the Town may collectively be referred to herein as the "Parties."

WHEREAS, Bluffton is a unique southeastern coastal community, whose blend of historical features coupled with growth and economic vitality lend themselves to be communicated through formal presentation; and

WHEREAS, USCB is an ever-growing university with the capability to develop and deliver the content of the Program as defined in this Agreement; and

WHEREAS, through partnership with USCB, the Town will be able to deliver important information about the Town to residents, community stewards, guests and stakeholders in the Town's continued success; and

WHEREAS, the Program will be a collaboration between the Town and USCB's Center for Event Management and Hospitality Training; and

WHEREAS, such collaboration and partnership provides an opportunity for a mutually beneficial relationship for the Town and USCB; and

WHEREAS, the initial term of this Agreement commenced on July 1, 2017 and continued for a period of one year, and was renewed for seven (7) one-year terms, ending on June 30, 2024; and

NOW, THEREFORE, for due and valuable consideration, the Parties agree as follows:

- 1. <u>Term of the Agreement.</u>
 - a. The Agreement shall be effective from July 1, 2024 through June 30, 2025.
 - b. The Agreement shall automatically renew under the same terms on July 1 of each successive year unless terminated in accordance with this Agreement.
 - c. Modifications, including to budget, require written mutual agreement at least 90 days prior to the end of any term.
- 2. <u>Bluffton Ambassador Program Content.</u> The Program will be an educational program with the goal of informing residents, community stewards, guests and stakeholders in the Town's

continued success about the community of Bluffton. The Program will be two to three hours in length and will cover the following topics:

- a. History of the Town of Bluffton;
- b. Town of Bluffton vision and mission;
- c. Governmental structure of the Town of Bluffton;
- d. Town of Bluffton strategic priorities;
- e. Culture of the Town of Bluffton; e.g. why Bluffton is the "Heart of the Low Country";
- f. Importance and ecological impact of the May River and surrounding watershed;
- g. Opportunities for civic engagement in the Town of Bluffton.
- 3. <u>USCB Responsibilities.</u> USCB will provide the following professional services in relation to this Agreement:
 - a. <u>Development of the Bluffton Ambassador Program.</u> USCB will develop the Bluffton Ambassador Program through the use of all necessary research, focus groups, consultant meetings, content development, video production, photo management with all necessary rights being secured as well as any additional services for professional program development;
 - <u>Updates of the Bluffton Ambassador Program.</u> USCB will annually assess and update the Program's content to incorporate the latest available data (such as statistics and demographics) as well as the Town's current Strategic Priorities, initiatives in action, and accomplishments for the previous year;
 - c. <u>Program Presentation.</u> USCB will present the Bluffton Ambassador Program using professional educators at the discretion of USCB, subject to Town approval. USCB will present a minimum of three complete programs annually, plus additional programs in subsequent renewal terms as each annual budget may specify;
 - d. <u>Certification</u>. USCB will certify all individuals who complete the Program as "Bluffton Ambassadors".
 - e. <u>Records.</u> USCB will maintain a master list of all individuals who attend all or a portion of any Program presentation as well as the master list of all certified Bluffton Ambassadors.
 - f. <u>Evaluations.</u> USCB will develop a suitable evaluation instrument to be utilized at each Program presentation, communicating with the Town on all aspects of the Program, and promoting the Program as a collaboration between USCB and the Town.

- g. <u>Notice.</u> Under University funding requirements, a Principal Investigator shall be named for each grant of funding, as the University considers this Agreement. The Principal Investigator shall be mutually agreeable to USCB and the Town. Should USCB need to change the Principal Investigator, adequate notice should be provided to the Town.
- 4. <u>Town Responsibilities.</u> The Town will provide the following funding and professional services in relation to this Agreement:
 - a. <u>Funding.</u> At least ninety (90) days prior to the expiration of the Extension Term, USCB and Town Staff shall coordinate and agree upon a proposed budget to continue the Program for the next term. The Proposed Budget shall be submitted to Bluffton Town Council for review and approval, and adopted by Resolution. Thereafter, this Agreement shall then be modified by a mutually executed amendment with the Resolution and budget attached.
 - b. <u>Expertise and Information</u>. To the extent allowed by law, Town Staff and volunteers agree to cooperate with USCB in providing all relevant information concerning the Town of Bluffton, the functioning of its Government, the history of its community, the ecology of the surrounding area, and all other relevant information at its disposal as requested by USCB.
 - c. <u>Marketing</u>. The Town will assist in the marketing of the Program using its various tools as it deems necessary.
 - d. <u>Coordination.</u> To the extent allowed by law, the Town will work with USCB in sharing contacts and support of the Program with key individuals and organizations in the community with information needed to develop the Program, to include introduction, support of the Program, and assistance with promoting the Program.

5. <u>General Terms and Conditions.</u>

a. The Town Manager, their designee, or USCB may terminate the Agreement with ninety (90) days written notice, in whole or in part, at any time for the convenience of that party. If this Agreement is terminated early by either party, USCB shall be reimbursed only for those expenses incurred up to the date of termination.

b. The Parties hereto intend that no master/servant, employer/employee, or principal/agent relations will be created by this Agreement. Nothing contained herein creates any relationship between the Town and USCB other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of USCB's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with USCB. USCB's agents or employees shall not be considered employees of the Town for any purpose. No person employed by USCB shall have any benefit, status, or right of employment with the Town.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers this day and year as aforwritten.

UNIVERSITY OF SOUTH CAROLINA

By: _____

Print Name: _____

lts:		
11.5.		

UNIVERSITY OF SOUTH CAROLINA BEAUFORT

Ву: _____

Print Name: _____

lts: _____

TOWN OF BLUFFTON

Ву: _____

Print Name: _____

lts: _____

EXHIBIT A

RESOLUTION

This continued relationship will be approved by Town Council on Consent Agenda, therefore no resolution shall be attached. Approval may be found in the meeting minutes.

BUDGET

EXHIBIT B