

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )

**MEMORANDUM OF UNDERSTANDING**

This Agreement is between **GREENVILLE COUNTY**, (hereinafter “County”), a political subdivision of the State of South Carolina and the **CAROLINAS ALLIANCE 4 INNOVATION**, (hereinafter “CA4I”), a private South Carolina public benefit, non-profit entity formed under IRC §501(c)(6), collectively referred to herein as the “Parties”.

**RECITALS**

**WHEREAS**, the Greenville County Council has a strong interest in pursuing available opportunities for increasing the County’s role in promoting innovation and economic development; and

**WHEREAS**, the mission of CA4I is to create forums and opportunities for engaging the community in the positive transformations that can result from the promotion and development of innovations in Greenville County; and

**WHEREAS**, the County and CA4I believe that the collective work of the parties can be enhanced through County participation in the CA4I organization and activities.

**WHEREAS**, Greenville County and CA4I intend to provide leadership in a volunteer public private consortium to promote innovative projects and grant initiatives that promote economic, workforce, healthcare, social, or other development projects.

**NOW, THEREFORE**, in consideration of the mutual promises and in consideration of the terms and provisions herein, it is agreed by and between the County and CA4I as follows:

I. COUNTY UNDERTAKINGS

County agrees to designate CA4I as an innovation resource that the County may from time to time utilize to carry out specialized activities. In making this designation, the County pledges only those resources and funding that are either provided through outside grants or specifically approved or agreed to by Greenville County Council (“County Council”).

II. CA4I UNDERTAKINGS

A. CA4I agrees to serve as a partner with the County, and other County associated governmental entities such as, but not limited to, GADC, GCEDC, Upstate SC Alliance, and SC-TAC, on innovation related projects where the County has: 1) designated CA4I for a specialized project

activity such as management, fundraising, grant writing; and/or 2) directed funding to CA4I for project work.

B. CA4I may seek partnership agreements with other county and city governmental entities, as well as corporations, businesses, and non-profits to promote innovation for economic development. On a project basis with County approval, CA4I may be responsible for developing and brokering agreements, contracts and route permits for possible use with automated transportation and mobility infrastructure project vehicles, facilities, and equipment.

C. In instances of innovation work done through outside grants, CA4I agrees to serve as lead entity, partner agency, or operational manager when so requested by the County, subject to CA4I Board approval. Where CA4I is undertaking grant work at the request and approval of the County or otherwise using County funding, CA4I agrees to comply with all applicable federal, state and local laws, regulations and policies and will take any all actions it deems appropriate to protect those funds; and, furthermore, CA4I agrees to maintain good and accurate records of costs and expenditures, which shall be available to the County upon request and reasonable notice.

D. CA4I shall work with the designated County officials for public information in the issuance of any press releases and coordination of mutual marketing efforts for identified projects.

### III. APPOINTEE TO CA4I

By approving this Agreement, County Council hereby authorizes the Council Chairman to appoint a member of Council, or other designee, to serve as a member of the CA4I Board of Directors, subject to the terms of CA4I Bylaws.

### IV. EFFECTIVE DATE, TERM, AND TERMINATION

This Agreement shall be effective on the date it is executed. The term shall be for one (1) year commencing as of the effective date of this Agreement. After the initial one-year term concludes, this Agreement shall annually renew for an additional one-year term each year unless either party gives written notice of termination no later than ninety (90) days prior to the end of the term or renewal term.

### V. AMENDMENTS

No amendment to this Agreement shall be binding unless agreed to in writing by each party.

### VI. ENTIRE AGREEMENT

This Agreement is the complete expression of the terms here to and any oral representation or understandings not incorporated herein are excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**WITNESSES:**

**GREENVILLE COUNTY**

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\_\_\_\_\_  
Herman G. Kirven, Jr., Chairman

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Joseph Kernell, Administrator

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**CA4I**

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Douglas H Webster, Board Chairman

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