

Funding Agreement

This Agreement is entered into this 14th day of June 2022, by and between the City of Myrtle Beach, a body politic of the State of South Carolina (the "City") and Myrtle Beach Downtown Alliance, Inc. (the "MBDA"), a South Carolina not for profit corporation approved by the Internal Revenue Service as a 501(c)(3) organization. The City and the MBDA have entered into that certain Memorandum of Understanding dated March 25, 2021 (the "MOU"). In consideration of the MBDA's promise to deliver or perform the goods and/or services that are the subject of the MOU and the City's promise to disburse the funds identified in Section 1 below, and subject to any Special Conditions as may be expressed in Section 2, the MBDA hereby expressly agrees to the terms and conditions outlined in this Agreement.

1. DESIGNATION OF FUNDS. By Motion M2021-117 dated August 10, 2021, the City Council of the City has affirmed the appropriation and directed the expenditure of the sum of One Million Two Hundred and Twenty Dollars (\$1,220,000) to be paid to the MBDA for such public purposes as are expressly identified in the MOU.

2. SPECIAL CONDITIONS: None.

3. FUNDS TO BE EXPENDED FOR VALID PUBLIC PURPOSES. All funds used shall be expended for valid public purposes under South Carolina law.

4. REQUIRED FINANCIAL STATEMENTS. On an ongoing basis, the MBDA shall provide the City with appropriate financial statements setting forth the MBDA's use of the Funds.

5. ACCESS TO FINANCIAL RECORDS. The MBDA shall allow one or more representatives of the City access to such financial records of the MBDA as would indicate the receipt and disbursement of the funds provided hereunder. Such access shall be scheduled during the MBDA's normal business hours and at the location where such records are customarily maintained by the MBDA and the City's request for access shall be granted provided the City has given forty-eight (48) hours' notice to the MBDA of its desire to review such records.

6. INSURANCE. The MBDA shall procure and maintain insurance acceptable to the City for protection from claims including but not limited to general liability insurance coverage providing minimum limits of liability of \$1,000,000 per occurrence, Combined Single Limit for bodily injury and property damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractor and vehicles used in premises/operations. As evidence of compliance with the City's insurance requirements, MBDA shall provide City a Certificate of Insurance reflecting the coverages stipulated above as well as other coverages the City finds reasonable and customary under the circumstances to protect the City. Each such Certificate shall designate the City as a certificate holder, listing the City as an additional named insured, and shall not be canceled without thirty (30) days written notice to the City.

7. INDEMNIFICATION AND HOLD-HARMLESS PROVISIONS. By accepting the funds which are the subject of this Agreement, the MBDA agrees to the extent permitted by State law to indemnify the City and hold it harmless from and against any and all causes of action which arise or may arise out of the course of the disbursement and use of the funds which are the subject of this Agreement, to include a reasonable attorney's fee to defend such action or actions.

8. SOUTH CAROLINA FREEDOM OF INFORMATION ACT. By accepting any funds under this Agreement, the MBDA acknowledges that it is subject to the provisions of the South Carolina Freedom of Information Act (the "Act") which is found in the S.C. Code of Laws, Title 30, Chapter 4. MBDA agrees unconditionally that it will abide by the applicable provisions of the Act. Further, MBDA agrees that it will provide full transparency regarding the use of public funds, the conduct of all its affairs, the calling and holding of meetings, and the recording and maintaining of proper minutes of all meetings.

9. SUPPORT NOT TO BE CONSTRUED AS CITY SPONSORSHIP. The provision of the Funds shall not be construed as sponsorship of any event or project of the MBDA. The MBDA may not publish the City's logo or list the City as a sponsor or endorser without the City's prior written consent. If the MBDA desires to

acknowledge the use of the Funds in published materials, it may use the following text: "Myrtle Beach Downtown Alliance wishes to acknowledge funding from the City of Myrtle Beach that helped to defray the costs of [name of event or project]." The City may terminate this Agreement upon thirty (30) days written notice. If it is later determined that the funds disbursed hereunder were not spent for a valid public purpose and according to the terms of this Agreement, then the MBDA shall, upon the City's demand, repay all or such portion of the funds disbursed hereunder as the City may determine not to have been spent in such a manner.

WITNESS OUR HANDS AND SEALS on the day and year first written above.

WITNESS FOR THE CITY:

CITY OF MYRTLE BEACH

Jonathan (Fox) Simons, City Manager

WITNESS FOR THE GRANTEE:

Grantee