MEMORANDUM OF UNDERSTANDING #15-14

Between Spartanburg County and the City of Inman

WHEREAS, the Spartanburg County Council has adopted, in principle, the Parks Enhancement Plan, which includes ten policy directives, among which are:

- Spartanburg County should partner with other public and private agencies, such as schools, towns, water districts and community organizations, to improve parks and recreation availability as well as public information about parks and recreation assets.

WHEREAS, Spartanburg County (hereinafter called "County") has the capability of providing park operations, maintenance and planning services, and

WHEREAS, the City of Inman (hereinafter called "City") desires to address operations and maintenance issues in the public parks owned or leased by the City and to make plans for the improvement of parks and recreation services, and

WHEREAS, the County and the City wish to enter into a Memorandum of Understanding (MOU) to further define the services that will be provided to the City by the County, through the Spartanburg County Parks Department (hereinafter called Parks Department). The initial term of the MOU shall be for 24 months, following the date of execution. Upon mutual agreement, the MOU may be extended or modified thereafter.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS that the County and the City have reached certain understandings and agree that, upon execution of this MOU:

1. The Parks Department will provide the following services to the City of Inman:

   a. Work with the Inman City Attorney and City Administrator to negotiate with Inman Mills’ officers to obtain an improved lease or other agreement for public use of Inman Mills Park.

   b. Underwrite operations and maintenance of the parks and recreation facilities owned or leased by the City, including Sealy Park, Leroy C. Mathis Memorial Park and Inman Mills Park. For purposes of this MOU, "operations and maintenance" shall mean:

      i. Provide park maintenance services of roughly equivalent scope and quality as is provided at other community parks owned or managed by the County. Parks will be open at hours designated by the Parks Department, or as needed to serve park customers.

      ii. Provide regular park safety inspection services. Problems found will be documented and repaired in a timely manner. If a problem identified represents a safety issue, the Parks Department will block access to the
problem area until the problem can be addressed. The Parks Department reserves the right to temporarily close any park, or portion of a park, at any time, for maintenance purposes or to address unsafe conditions. Parks or portions of parks that are closed due to poor conditions, maintenance, safety issues, etc. are off limits to use by anyone.

iii. Schedule the use of the playing field at Inman Mills Park. Priority of use for the facility will be given to those groups designated by the City, but the facility may also be made available to other volunteer athletic associations since the facility will be operated as a public park. With the exception of the American Legion Post 45, any group using the facility will be expected to sign and comply with a standard athletic association agreement and to pay permit fees, as established by Spartanburg County Council. In lieu of paying permit fees, the American Legion will contribute volunteer labor for park maintenance and improvement as well as raising funds for park improvements needed at the Inman Mills Park. The American Legion will coordinate improvements and maintenance labor utilization with the Parks Department to avoid conflicts in utilization of the facility.

iv. Monitor and determine the playing condition of sports fields. If the Parks Department determines that field conditions are not suitable for play or are otherwise unsafe, the County will provide notifications regarding field or facility closings by 4:00 pm eastern via Rainedout.com.

c. Provide services and coordinate improvements detailed in the City of Inman Park Safety and Accessibility Assessment, incorporated herein by reference. Specific services shall include:

i. Removal of dangerous playground equipment.

ii. Adjustments to remaining playground equipment to meet safety standards.

iii. Adding fall safety material to playgrounds.

iv. Designing and installing park signage showing the park name, hours and regulations.

d. On or before February 2016, the Parks Department will provide to the City a detailed budget for essential park infrastructure improvements needed to comply with applicable laws and regulations, as detailed in the Park Safety and Accessibility Assessment. Upon appropriation of the required funding, the Parks Department will manage construction of the improvements.
e. Following the end of each fiscal year, or more frequently if requested by the City, the Parks and Recreation Director will provide a written report of Parks Department activities on behalf of the City of Inman and will appear at an Inman City Council meeting to answer questions about the report.

f. Within 12 months of the MOU’s execution, the Parks Department will begin an inclusive parks and recreation facility planning project. The resulting plan will address both existing and possible future parks as well as community beautification opportunities. The Parks Department may be assisted by other community agencies that have needed expertise and may involve student interns for data collection and other tasks. The planning project will involve one or more community focus groups, intended to surface park and facility needs. The process will also take into account relevant documents, such as Census information, the Comprehensive Plan, road/sidewalk improvement plans, etc. The result of the planning process will be an enhancement plan that can be implemented incrementally.

   i. The plan will be presented to the Inman City Council for consideration.

   ii. If the plan is adopted, the Parks Department will use its best efforts to assist the City in the plan implementation, providing assistance in fund-raising, grants-writing and identifying opportunities where the City and County can work together in funding and implementing recommended park improvements, etc.

2. Responsibilities of the City:

   a. Upon execution of the MOU, the City will designate a staff member to provide a single point of contact for coordination with the Parks Department concerning park maintenance needs and the schedule for any games that will be played in the Inman Mills Stadium.

   b. On or before July 2016, the City will give priority consideration to the appropriation of funding in response to the detailed budget - prepared by the Parks Department - for essential park infrastructure improvements needed to comply with applicable laws and regulations, as detailed in the Park Safety and Accessibility Assessment.

3. The City agrees to indemnify and hold the County and its officers, agents and employees harmless from and against any loss, damage, claim, accidents, injuries, penalties, charges, liability, exposure and the like caused or arising from any negligent acts or omissions by the City, its agents or volunteers. The City shall not be responsible for any loss, damage or liability caused by the County, its agents, staff or other consultants employed by it. This section shall survive the termination of this Agreement.
4. The parties may mutually waive, amend, or modify parts of this Agreement. Such amendments, changes, modifications, or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

5. The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

6. In the event of questions, disputes or perceived grievances arising out of the implementation of this agreement, such questions, disputes or perceived grievance must be documented in writing by the City and addressed to the Spartanburg County Parks and Recreation Director. If the question, dispute or grievance cannot be resolved with that official, the leadership of the City may elevate the problem to the County Administrator.

7. NOTICES.

All notices sent to Spartanburg County by the City shall be sent to the contacts at the following respective addresses:

County Administrator  
PO Box 5666  
Spartanburg, SC 29304

Parks and Recreation Director  
Spartanburg County Parks Department  
9039 Fairforest Road  
Spartanburg, SC 29301

County Attorney  
Spartanburg County  
P.O. Box 5666  
Spartanburg, SC 29304

All notices sent to the City of Inman by the County shall be sent to the contact at the following respective address:

Mayor  
City of Inman  
20 South Main Street  
Inman, SC 29340
WITNESSES:

Spartanburg County
By: ________________________________
Katherine L. O’Neill
County Administrator

City of Inman
By: ________________________________
Cornelius Huff,
Mayor

APPROVED AS TO FORM
SPARTANBURG COUNTY ATTORNEYS OFFICE
DATE: 4/26/15