MEMORANDUM OF UNDERSTANDING
Between Spartanburg County and the
Spartanburg Convention and Visitors Bureau,
a division of Spartanburg Area Chamber of Commerce

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

- Spartanburg County should continue to invest in parks that promote development of sports tourism.
- 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, and

WHEREAS, the Spartanburg Convention and Visitors Bureau (SCVB) is the official destination marketing organization for the City and County of Spartanburg, South Carolina, charged with promoting greater Spartanburg as a tourism destination, and

WHEREAS, the SCVB is the primary point of contact for meeting planners, tournament organizers and visitors, providing assistance in site selection, group accommodations and meeting preparation as well as sports tourism information and marketing the region to travelers in order to increase overnight visitation and visitor expenditures, and

WHEREAS, Spartanburg County constructed several parks, all managed by the Spartanburg County Parks Department (SCPD), with the intent of attracting sports tournaments to generate economic impact for Spartanburg County, and

WHEREAS, Spartanburg County has invested in outdoor recreation and nature-based tourism assets for the purpose of attracting visitors to enjoy Spartanburg County’s great outdoors, and

WHEREAS, the Spartanburg Convention and Visitors Bureau (SCVB) and the Spartanburg County Parks Department (SCPD) have worked closely together, since the opening of Tyger River Park, to recruit and support sports tourism in Spartanburg County, and

WHEREAS, there is a need to document and receive endorsement of the procedures that have been developed since 2012, so that there is clear understand as to the respective roles and responsibilities of each partner, and

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS that the SCVB and SCPD have reached certain understandings and agree that, upon execution of this MOU:
1. The term of this contract shall begin January 1, 2016, to facilitate planning for the FY 2017 Operating Budget and, upon mutual agreement, shall be automatically, on an annual basis.

2. The SCVB will provide the following services to promote and support sports tourism:

   a. Meet periodically with the Parks and Recreation Director, or SCPD staff members designed by the Director, to develop strategies and plans for sports tourism promotion and support.

   b. Annually, meet with Parks and Recreation Director and/or appropriate SCPD staff members to develop a budget for sports tourism support activities for the upcoming fiscal year. The budget will detail anticipated expenses, investments from and sponsorships businesses and funding requested from Spartanburg County. The sports tourism support budget will be submitted to the County Budget Management Office for review during the County Operating Budget process.

   c. Develop and manage a sports tourism support fund and will seek investments and sponsorships for the fund from Spartanburg-area businesses. The fund will be used to defray the expenses of sports tourism and tournament promotion and support, including, but not limited to:

      i. Tournament and event recruitment expenses,

      ii. Payment of sanctioning and other fees required by tournament organizers,

      iii. Production of host-community events required to host the tournament,

      iv. Purchase of tournament organizer-specified materials and supplies,

   d. Annually, following the end of each fiscal year, provide a report of sports tourism support activities to the Spartanburg County Council, the Parks and Recreation Director and business investors.

   e. On an ongoing basis, the CVB will:

      i. Plan and coordinate direct sales calls, sales blitzes, familiarization tours, site inspections and tradeshows/ marketplaces as assigned.

      ii. Coordinate visitor information packets for group / teams, including maintaining material inventory, pick up or delivery and provide recommendations for supplies.

      iii. Coordinate housing services for major sports events.
iv. Conduct site inspections with potential clients, visiting guests rooms, meeting space and banquet facilities, as well as other hotels meeting and sports facilities.

v. Attend trade shows, sales missions, networking meetings, as well as, local meetings to solicit group business.

vi. Plan, produce and deploy advertising to increase brand awareness and visitor interest in Spartanburg.

vii. Develop baseline measures to gauge visitor spending, interest and awareness.

viii. Develop and deploy public relations efforts in order to increase awareness, participation in and perception of sports tourism in Spartanburg County; organize local, regional and national tournament media relations activities.

3. The SCPD will provide the following services to sports tourism activities, in order to generate economic impact and improve the quality of life for Spartanburg County citizens.

   a. Operate and maintain parks and recreation facilities owned or managed by Spartanburg County at a safe and cost-effective manner.

   b. Contingent on available funding, and in partnership with other public and private organizations, expand and continuously improve available sports tourism facilities, including parks, trails and blueways.

   c. Assist the SCVB in promotion and recruitment of sports tourism.

   d. Schedule available facilities to minimize conflicts.

   e. Negotiate contracts for utilization of public facilities for sports tourism events, in accordance with Spartanburg County guidelines, for signature of the County Administrator.

   f. Develop operations support plans for sports tourism events, including routine maintenance, staff, and public safety services, with the assistance of other agencies and community.

   g. Provide support services, including routine facility setup and maintenance, customer service and revenue collections/accounting.

   h. Documenting successes and operational issues to facilitate continuous improvement.
4. The parties may mutually waive, amend, or modify parts of this MOU. 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 MOU 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 Executive Director of the Spartanburg Convention and Visitors Bureau 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 SCVB 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 SCVB by the County shall be sent to the contact at the following respective address:

Chris Jennings
Executive Director
Spartanburg Convention and Visitors Bureau
PO Box 1636
105 North Pine Street
Spartanburg, SC 29304

WITNESSES:

Patricia W. Woodward

James Smith

Spartanburg County

By: [Signature]

Katherine H. O’Neill
County Administrator

Spartanburg Area Chamber of Commerce

By: [Signature]

Allen E. Smith,
President and CEO

APPROVED AS TO FORM

SPARTANBURG COUNTY ATTORNEYS OFFICE

DATE: [Signature]
WITNESSES:

Spartanburg County
By:
Katherine H. O'Neill
County Administrator

Spartanburg Area Chamber of Commerce
By:
Allen B. Smith
President and CEO

MK. Henriquez