STATE OF SOUTH CAROLINA ) PARKS PARTNER AGREEMENT
COUNTY OF SPARTANBURG )

This AGREEMENT is made and entered into on this 30th day of November, 2012, by and between the COUNTY OF SPARTANBURG, a political subdivision of the State of South Carolina, having its principal place of business at 366 North Church Street, Spartanburg, SC 29303 ("County"), and Upstate Family Resource Center, located at 1850 Old Furnace Road Boiling Springs, SC 29316 ("Parks Partner").

WHEREAS, the Parks Partner and the County both desire to utilize property and/or facilities owned by the Parks Partner for the recreational needs of the citizens of Spartanburg County.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parks Partner and the County, each for itself and its successors and assigns, intending to be fully and legally bound, agree as follows:

1. CONTRACT DOCUMENTS. The entire contract entered into by the County and the Parks Partner shall incorporate the Mutual Expectations, attached hereto as Exhibit A and incorporated herein by reference and the Map/Floorplan of the property addressed by this agreement, attached hereto as Exhibit B and incorporated herein by reference.

2. PURPOSE. The purpose of this agreement is to provide use of the Parks Partner property and/or facilities on an as-needed and as-approved basis for the benefit of the citizens of Spartanburg County. The Parks Partner agrees to provide to County property and/or facilities owned by the Parks Partner that may be used for the delivery of agreed-recreation programs and services. Facility use requests shall be made to the Chief Executive Officer of the Parks Partner or his/her designee.

3. PRIORITY. The Parks Partner shall have priority use of the property and/or facilities owned by the Parks Partner for those events/activities sponsored by the Parks Partner as well as the regular business of the Parks Partner. The County will have priority use of the property and/or facilities owned by the Parks Partner when events/activities sponsored by the Parks Partner are not occurring and when the property/facilities are not being used for the regular business of the Parks Partner. The Parks Partner and the County shall cooperate to avoid any conflicts between uses. The Parks Partner shall provide the County with a written schedule of its use of the property and/or facilities at the beginning of the term of the agreement for the calendar year and at the start of each calendar year thereafter. The County will incorporate the Parks Partner schedule into the County’s schedule. It is understood that the schedule may change from time to time, and the Parks Partner shall give reasonable notice to the County in such cases. If, for any reason, the schedule requires changing by the County, the County shall give reasonable notice to the Parks Partner. It is understood by the parties that questions concerning schedules, operating procedures and rules governing the use of the property and/or facilities may
arise during the use of the property and/or facility. Both parties pledge their cooperation to resolve disputes.

4. COMPENSATION/COST RECOVERY. County will not be charged any compensation for the use of the Parks Partner property and/or facilities. However, the Parks Partner may establish charges to recover reasonable cost related to utilities, cleaning fees, etc.

5. PROGRAM AND SERVICE FEES. County agrees to limit the fees charged to the public to the approximate cost of delivering recreation programs and services to the public and will not seek to profit, in the aggregate, from the delivery of recreation programs and services which utilize the property and/or facilities of Parks Partners.

6. FACILITY SAFETY: When Parks Partner or County identifies perceived unsafe conditions or actions associated with the property and/or facility being utilized, it will timely notify, in writing, the property/facility owner or program sponsor of the unsafe conditions or actions. If the unsafe condition or action is not corrected in a reasonable time, the issue will be elevated to the County Administrator or Parks Partner’s Chief Executive Officer.

7. INDEMNIFICATION. Within the limits of the S. C. Tort Claims Act and other applicable laws of the State of South Carolina, the Parks Partner the County hereby further agree, and bind their heirs, personal representatives, successors and assigns, to assume any and all liability for accidents or injuries to persons, or damage to property (collectively “Liabilities”), that may be caused by the Parks Partner or the County or its agents in connection with any “event”, occupation and use of the property and/or facilities contemplated herein, and the Parks Partner and the County agree further to be responsible for those claims and/or costs associated with such Liabilities. Neither the execution of this application nor the issuance of any permit, however, shall be construed to expand the legal obligations of the applicant to any third party.

8. INSURANCE. Each party shall provide evidence of liability insurance naming the other party as an additional insured. Liability insurance shall be maintained in the amount of One Million and 00/100 ($1,000,000.00) Dollars.

9. AMENDMENT. 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.

10. CHOICE OF LAW AND VENUE. This Agreement will be governed by the laws of the State of South Carolina, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of South Carolina, County of Spartanburg.

11. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other
terms, condition or application of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

12. INTEGRATION CLAUSE. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

13. TERM AND TERMINATION. The term of this agreement shall be from the date hereof and shall extend until terminated. Any party hereto may terminate this Agreement upon at least thirty (30) days advance written notice to the other parties.

14. ANNUAL CONSULTATION. The parties agree to review the operation of this Agreement annually or as needed.

15. PROPERTY AND EQUIPMENT. No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

16. SEVERABILITY. If any provision of this lease conflicts with any law, conflict shall not affect the other provisions of this lease which can be given effect without the conflicting provision, and to this end the provisions of this lease are declared to be severable.

17. DISPUTES. In the event that a dispute arises under this Agreement, it will be resolved jointly by the Director of Parks and Recreation and the designee of the Parks Partner Chief Executive Officer. If the dispute cannot be resolved, it will be elevated to the County Administrator and Chief Executive Officer of the Parks Partner.

18. NOTICES. All notices and any payments hereunder may be delivered or mailed. If mailed, they shall be sent to the contacts at the following respective addresses:

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

Parks Partner:  
Upstate Family Resource Center
1850 Old Furnace Road
Boiling Springs, SC 29316

Copy to:  
County Attorney
Spartanburg County
P.O. Box 5666
Spartanburg, SC 29304
Exhibit A
Parks Partner Agreement

1. Description of Program: ACE (After Class Enrichment Program)

2. Address of Project/Program:
   a. Venue Name: Upstate Family Resource Center
   b. Owner of Venue: Spartanburg County School District Two
   c. Address: 1850 Old Furnace Road
   d. City: Boling Springs
   e. State: SC
   f. Zip Code: 29316

3. Public Served (Target Market) By Project/Program
   a. ____Families (parents and children together)
   b. Age Group (check all that apply):
      __ X Youth (17 & under)
      ___ Young Adult (18-24)
      ___ Baby Boomer (25-50)
      ___ Senior (50 & over)
   c. Sex (check only one):
      ___ Male Only
      ___ Female Only
      __ X Both Male and Female

4. Start/End of Agreement
   a. Start Date: 05/29/2012
   b. End Date: 08/17/2012

5. Desired Outcomes for Spartanburg County Parks Department: Provide summer camp or after school and recreational opportunities for participants.

6. Desired Outcomes for Parks Partner: Provide a service at the facility that is currently not offered.

7. Responsibilities of County: All hiring, training & oversight of any program operated through Spartanburg County Parks Department.

8. Responsibilities of Parks Partner: Providing use of facility & any necessary access in order to operate programs.

9. Expected Revenue:
   a. Program Revenue Per Participant: $900.00
   b. Projected Revenue for Spartanburg County Parks Department: $18,000.00
   c. Projected Expense for Spartanburg County Parks Department: $17,500.00
   d. Projected Cost Recovery for Parks Partner for Year:

10. Program Manager:
    a. Name: Elise Gosnell
    b. Email: elise.gosnell@spartanburgparks.org
    c. Phone: 864-384-1212

11. Contract Administrator for County:
    a. James Campbell, Interim Director, Spartanburg County Parks Department
b. Jim.campbell@spartanburgparks.org
   c. 864-804-5500
12. Contract Administrator for Parks Partner:
   a. Name: Elizabeth Hardee
   b. Email: Elizabeth.hardee@spartanburgparks.org
   c. Phone: 864-706-3779

Exhibit B:
Facility Map/Diagram
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For Parks Partner:

WITNESSES:

[Signatures]

For County:

WITNESSES:

[Signatures]

ATTEST:

[Signature]

Debbie C. Zeigler
Clerk to County Council

[Signature]

Katherine L. Hubbard,
County Administrator

[Signature]

Chief Executive Officer