MEMORANDUM OF UNDERSTANDING

Between Spartanburg County and the Palmetto Conservation Foundation

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

- Spartanburg County should facilitate and support the efforts of private groups to develop parks and recreation assets.

- 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 quality of life in the Upstate, South Carolina region is critical to attracting new businesses and retaining existing business, in order to provide jobs for citizens and to expand the tax base of local governments, and

WHEREAS, Spartanburg county enjoys excellent potential to improve the area quality of life by facilitating access to its natural resources; particularly rivers and lakes, and

WHEREAS, the Palmetto Conservation Foundation (PCF) has noted that there is a need to develop greater public appreciation for the Spartanburg County’s natural resources, and to utilize those resources for tourism and training, and

WHEREAS, by working together, the PCF and Spartanburg County can develop improved facilities for outdoor recreation and environmental education, in a way that lowers the total expense for such capital and operating investments,

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS that Spartanburg County and PCF have reached certain understandings that will facilitate development of an ongoing partnership and agree as follows:

1. Spartanburg County Council has provided a grant, in the amount of $75,000, to the PCF for the purpose of assisting in the development of a “high ropes” course that will add to the assets of the Glendale Outdoor Leadership School (GOLS), and

2. In return for the investment by Spartanburg County, the PCF will provide four days of full-access facility usage for public outdoor recreation activities, at no charge. The usage will be coordinated with PCF. The number of Spartanburg County Parks Department participants will not exceed the capacity of the GOLS facilities. PCF will also provide support to the “Tame the Tyger” river race by providing staff and equipment to assist with production of the event, and
3. The Parks and Recreation Director and the PCF Executive Director will each assign a staff member to serve as liaison to the other agency. The PCF and the Spartanburg County Parks Department representatives will meet, at least quarterly, to plan mutually advantageous outdoor recreation projects and programs. The Parks Department and PCF will avoid competition for customers. As required, joint programs and projects will be reviewed by and approved by the respective governing bodies, and

4. The Spartanburg County Parks Department and the PCF will provide cross-linking or their respective websites.

5. The Spartanburg County Parks Department will list PCF-owned recreation facilities on the Parks website and will provide way-finding signage to enhance knowledge of and access to the PCF facilities, and

6. It is understood that the PCF staff and volunteers do not work under the direction of the County nor are the staff and volunteers employed by the County. It is understood that County staff and volunteers do not work under the direction of the PCF nor are the staff and volunteers employed by the PCF. The PCF understands that its staff and volunteers will be exposed to risks and dangers involved in outdoor recreation activity and that the staff and volunteers must only engage in those activities for which they have the skills, qualifications, preparation and training, and

7. The PCF 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 PCF, its agents or volunteers. The PCF 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.

8. 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

Palmetto Conservation Foundation:
Executive Director
Palmetto Conservation Foundation
Palmetto Conservation
722 King Street
Columbia, SC 29205

Copy to:
County Attorney
Spartanburg County
9. The term of this Memorandum of Understanding shall extend 36 months from the date hereof. Thereafter, any party hereto may terminate this Agreement upon at least ninety (90) days advance written notice to the other parties.

WITNESSES:

Patricia W. Woodward
Deborah G. Hooper
Chanda J. Cooper

Spartanburg County
By: [Signature]
County Administrator

Palmetto Conservation Foundation
By: [Signature]
Chairman

July 17, 2013

Nancy Stone-Collum
Notary Public
State of South Carolina
My Commission Expires 09-01-19

APPROVED AS TO FORM
Spartanburg County Attorney's Office
Date: [Signature]