MEMORANDUM OF UNDERSTANDING

Between Spartanburg County and the Greater Greenville Cricket Club

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

- Improving the community’s quality of life, encouraging neighborhood redevelopment and tax base expansion are among the reasons that Spartanburg County should consider in making parks and recreation investments.

- Parks and recreation facilities owned/managed by Spartanburg County will be multi-purpose, featuring both active and passive recreation.

WHEREAS, the Greater Greenville Cricket Club (hereinafter known as “Club”) has expressed interest in partnering with the Spartanburg County Parks Department (hereinafter known as County) to utilize fields A and B at the Woodruff Leisure Center (located at 550 Cavins Rd., Woodruff, SC 29388), as their home fields as they compete in the Carolina Cricket League.

WHEREAS, the County wishes to promote sports tourism and the development of a new recreational amenity in the Woodruff community.

WHEREAS, the County and Club wish to enter into a Memorandum of Understanding (MOU) in order to initiate a working relationship and to document the responsibilities of each party. The initial term of the MOU shall be twenty-four (24) months from the date of signing and may be extended or modified upon mutual agreement.

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

1. The Club will pay field rental fees based on the approved Spartanburg County fee schedule. Saturday and Sunday field rentals will require a minimum rental time of 4 hours. A completed rental agreement will be required prior to the start of each season.

2. The Club will provide routine maintenance for cricket mats on fields A and B.

3. The Club will provide one point of contact for questions and coordination of schedules.

4. The Club will provide one week lead time, at minimum, for field set-up and/or maintenance requests.

5. The County will purchase new cricket mats to be used exclusively the Woodruff Leisure Center at fields A and B in FY18, for an amount not to exceed $1,500. If the mats exceed $1,500 (total for both mats) the Club will be responsible for purchasing the mats and the
County will provide a reduction of field rental fees in the amount of $1,500 for the Club to offset their investment into fields A and B at the Woodruff Leisure Center.

6. The County will provide a 10’ x 3’ storage space for Club supplies. The County will provide the club president with one key to this storage facility, this key may not be duplicated. The Club will be required to keep this space neat, safe and will not store any items that do not fit in this space. In the event that the Club cannot meet these requirements, they will not be able to utilize the provided storage area.

7. The County will provide routine maintenance for cricket grounds per their normal routine maintenance schedule. If the Club request for County to do additional maintenance, the County will need one weeks notice on all items outside of their routine maintenance schedule.
   a. The County will roll the clay pitch at minimum one (1) time per season, but not to exceed a maximum of three (3) times per season
   b. The County will paint lines per the Clubs request. County requires seven (7) days notice.

8. The County will provide one point of contact for questions and coordination of schedules.

9. It is understood that Club volunteers/staff do not work under the direction of the County nor are the volunteers/staff employed by the County.

10. 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.

11. 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.

12. The Club 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 Club, its agents or volunteers. The Club 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.
13. 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 Club 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 Club may elevate the problem to the County Administrator.

14. NOTICES. All notices sent to Spartanburg County by the Club 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 Club by the County shall be sent to the contact at the following respective address:

   Manish Chomal  
   6 Colby Court  
   Greer, SC 29650  
   864-921-8366  

15. The term of this Memorandum of Understanding shall be from the date hereof and shall extend twenty-four (24) months. Any party hereto may terminate this Agreement upon at least ninety (90) days advance written notice to the other parties.

WITNESSES:

[Signatures]

Spartanburg County
By: [Signature]
County Administrator

[Signature]

APPROVED AS TO FORM
SPARTANBURG COUNTY ATTORNEYS OFFICE
DATE 2941
Witness to Manish's signature

1. Sunny Singh
2. Krupa V Patel

Greater Greenville Cricket Club

President

[Signature]