This Agreement is entered into this 1st day June 3, 2002 between Spartanburg County School District Five, hereinafter referred to as District, and Spartanburg County, hereinafter referred to as County.

WITNESSETH THAT:
WHEREAS, the County has financially contributed to the installation of lights at the eight tennis courts located on Danzler Road adjacent to Beech Springs Intermediate School.

WHEREAS, the District and the County both desire to utilize the tennis courts for the recreational needs of the citizens of Spartanburg County.

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

1. The District shall have priority use of the tennis courts for James F. Byrnes High School during matches, practices, and for any other school activities during the year. The Parks and Recreation Department of the County shall have priority use of the tennis courts at all other times, including those times that the tennis courts are not being utilized by the District during the school year. In that connection, the tennis courts shall be available for use by the County until 11:00 p.m. each day. The only exceptions to these hours will be when James F. Byrnes High School physical education or tennis teams are scheduled to use the courts. School District Five will provide Parks and Recreation Department with a list of scheduled activities for the tennis courts (for after school usage – specifically after 3:00 p.m. and on week ends).

2. The expense of posting signs with regulations for use of the courts will be the responsibility of Spartanburg County Parks and Recreation Department.
3. The expense for maintenance of the courts will be the responsibility of the County. Maintenance items will include: (a) replacement of nets as needed, (b) trash removal inside fenced area of courts, (c) maintenance of court surfaces, (re-lamping of lights). The expense of capital items shall be divided 50/50 between the School District and the County. Capital items include but are not limited to (a) resurfacing the courts as required, (b) electrical maintenance of lighting system, (c) re-fencing.

However, preparation of the tennis courts for play and the control of litter after an event shall be the responsibility of the party utilizing the tennis courts for the event.

4. The courts will be maintained to standards set forth by the Director of Parks and Recreation in consultation with the District Five Athletic Director.

5. The need for net replacement and/or resurfacing will be determined by the Director of Parks and Recreation in consultation with the District Five Athletic Director.

6. The courts will be monitored both by School District Five personnel and Parks and Recreation staff at random during evening hours.

7. This Agreement is effective as of the date of execution and shall remain in effect until June 3, 2020. Following the expiration of such term, this Agreement shall automatically be extended on a year-to-year basis unless terminated by either of the parties by giving written notice to the other at least six months prior to the scheduled termination date. Such notice by the County to the District or by the District to the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed to the respective addresses below stated:

   To the County at: Spartanburg County Administrator
   P.O. Box 5666
   Spartanburg County Administrative Building
   366 North Church Street
   Spartanburg, SC 29304
To the District at: Spartanburg County School District Five  
100 N. Danzler Rd.  
Duncan, SC 29334

Either of the parties may at any time change the address for notices to such party by delivering or mailing an aforesaid notice at least five days prior to such change and setting forth the changed address.

8. It is understood and agreed that while the term of this agreement is for five EIGHTEEN Years, this agreement will terminate at the end of any fiscal year (June 30) if sufficient appropriations, revenues, income, grant or funding from whatever sources are not available to the County to fund the services and obligations required to be performed by the County pursuant to this agreement during the next succeeding fiscal year.

9. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.

10. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on or as of the day first written above.

ATTESTED:

[Signature]

COUNTY OF SPARTANBURG

BY:

[Signature]

James K. Hartmann,  
County Administrator

SPARTANBURG COUNTY SCHOOL DISTRICT FIVE

BY:

[Signature]  6/13/02

Sid Crumpton  
Superintendent & duly authorized to execute this agreement on its behalf
FACSIMILE TRANSMITTAL SHEET

To: Dr. Mercer
From: Jan Humphries

FAX NUMBER: 599-9696
Date: 6/2/09

COMPANY: District 2

4 pages

□ URGENT □ FOR REVIEW □ PLEASE COMMENT □ PLEASE REPLY □ PLEASE RECYCLE

NOTES/COMMENTS:

Confidential

Information

Please contact us with any questions you may have.
Jan:

Could you fax a copy of our Dist. 5 tennis court agreement to Dr. Mercer at District 2? Thanks.

Jeff