MEMORANDUM OF UNDERSTANDING

Between Spartanburg County and the Boiling Springs Community Park

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

- 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.

WHEREAS, Spartanburg County (hereinafter called "County") has the capability of providing recreation programming, and

WHEREAS, the Boiling Springs Community Park (hereinafter called "BSCP") desires to increase opportunities for community wellness and recreation, and

WHEREAS, the County and the BSCP wish to enter into a Memorandum of Understanding (MOU) to further define the services that will be provided to the BSCP, through the Spartanburg County Parks Department (hereinafter called Parks Department). The initial term of the MOU shall be for 24 months, following the date of execution. Upon mutual agreement, the MOU may be extended or modified thereafter.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS that the County and the BSCP have reached certain understandings and agree that, upon execution of this MOU:

1. The Parks Department will provide the following services to the BSCP:
   a. Planning and implementation of community wellness and recreation programs. Community meetings (2) will be conducted to determine the type and frequency of programming desired by the Boiling Springs community.
   b. Two annual maintenance fee payments in the amount of $600. This fee will be paid in January and July, for an annual total of $1200. This fee will be paid upon receipt of invoice from BSCP. Invoices should be mailed to:
      Spartanburg County Parks Department
      Attn: Recreation Manager
      9039 Fairforest Rd.
      Spartanburg, SC 29301
   c. Advertisement of BSCP activities at www.spartanburgparks.org

2. Responsibilities of the BSCP:
   a. Provide the Parks Department access to the BSCP community building according to an agreed upon schedule.
b. Upon execution of the MOU, the BSCP will designate a staff member to provide a single point of contact for coordination with the Parks Department concerning facility scheduling.

c. The BSCP 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 BSCP, its agents or volunteers. The BSCP 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.

d. The BSCP agrees to carry liability insurance, in the amounts shown below; and add Spartanburg County to its insurance policy as an additional insured.

   i. Comprehensive General Liability Insurance on an “occurrence, $1,000,000 aggregate.

   ii. Worker’s Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with South Carolina laws.

   iii. Property Insurance, if available, as a tenant or user of County facilities with limits no less than $1,000,000 per occurrence, $1,000,000 aggregate.

3. 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.

4. 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.

5. 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 BSCP 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 BSCP may elevate the problem to the County Administrator.

6. NOTICES.
All notices sent to Spartanburg County by the BSCP 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 Boiling Springs Community Park by the County shall be sent to the contact at the following respective address:

President
Boiling Springs Community Park
PO Box 160476
Boiling Springs, SC 29316

WITNESSES:

Spartanburg County
By: [Signature]
County Administrator

Boiling Springs Community Park
By: [Signature]
President 6/22/2016

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