Parks and Recreation Department shall be referred to in this Agreement as Department.

WITNESSETH:

WHEREAS, Town owns certain property known as the T. W. Edwards Community Center presently used for indoor and outdoor recreation, and

WHEREAS, Town and County desire to work together in providing recreation services to the community.

NOW, THEREFORE, it is agreed by and between the parties that:

1. The County agrees to furnish staff to operate the community center and grounds owned by Town. All staff members will be subject to the personnel policies and control of the County.

2. County shall have control over the use of the community center and grounds.

3. County will pay for costs of utilities and provide maintenance to the community center and grounds.

4. The Town and the County may each undertake capital improvements to the community center and grounds at their sole expense. However, in the event this contract is terminated, the County shall be entitled to receive its equitable share of the original costs of all improvements that it placed or constructed on the community center and grounds from the effective date of this Agreement. The County's equitable share of the costs of such improvements shall be computed based on the following percentage formula:
5. All users of the center and grounds shall abide by the county-wide fee system and regulations established by the County. Fees will be assessed to defray staff, utility, maintenance, and other costs.

6. Fees assessed against users who are citizens of the Town may be reduced, provided Town furnishes adequate staff supervision. Unsupervised use by citizens of the town will be allowed provided Town approves. In either case, County must approve such use and Town assumes full responsibility for damage and collection of user fees.

7. Tournaments and activities which are not sponsored by the County will be allowed use of the community center and grounds when such use does not interfere with regularly scheduled activities sponsored by the County. Non-sponsored activities will be assessed the same user fee as sponsored activities, however, non-sponsored activities may employ umpires other than those furnished by the County, provided the umpires are approved by the County.

8. Town will provide support services to the community center and grounds, and to Pacolet Park including, but not limited to, police and fire protection, water, sanitation, etc.
11. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

IN WITNESS WHEREOF, the County and the Town have executed this Agreement on and as of the date first written above.

WITNESS:

[Signature]

SPARTANBURG COUNTY

By: [Signature]
Kenneth L. Westmoreland
County Administrator

TOWN OF PACOLET

By: [Signature]
Authorized to execute this Agreement on its behalf.
January 5, 1990

Ms. Rita Hill, Budget Coordinator
Spartanburg County Finance Department
P. O. Box 5666
Spartanburg, SC 29304

RE: Proposed Agreement To Be Entered Into Between Spartanburg County and The Town of Pacolet

Dear Ms. Hill:

Please find enclosed the original draft of a proposed agreement to be entered into between Spartanburg County and the Town of Pacolet which I have amended pursuant to your request. Specifically, I have amended Paragraph 4 to state the Town of Pacolet and Spartanburg County may each undertake capital improvements to the community center and grounds at their sole expense and that in the event the contract is terminated, the county shall be entitled to receive its equitable share of the original costs of all improvements it placed or constructed on the community center and grounds from the effective date of the agreement.

Please advise if any further amendments need to be made in the agreement.

With kind regards,

Sincerely,

[Signature]

cc: Mr. Kenneth L. Westmoreland

Enclosure