STATE OF SOUTH CAROLINA  

)  COMMUNITY CENTER AGREEMENT  

COUNTY OF SPARTANBURG  

)  

This AGREEMENT is made and entered into on this 2nd day of May 2014, by and between the COUNTY OF SPARTANBURG, a political subdivision of the State of South Carolina, having its principal place of business at 366 North Church Street, Spartanburg, SC 29303 ("County"), and the Town of Cowpens ("Town"), located at 5330 N Main St, PO Box 1399, Cowpens, SC 29330. 

WHEREAS, the Town and the County both desire to utilize property and/or facilities owned by The Town for the recreational needs of the citizens of Spartanburg County. 

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

1. CONTRACT DOCUMENTS. The entire contract entered into by the County and the Town shall incorporate the Mutual Expectations, attached hereto as Exhibit A and incorporated herein by reference and the Map/Floorplan of the properties addressed by this agreement, attached hereto as Exhibit B and incorporated herein by reference.

2. PURPOSE. The purpose of this agreement is to provide use of the Town property and/or facilities for the benefit of the citizens of Spartanburg County. The Town agrees to provide to County property and/or facilities owned by the Town that may be used for the delivery of agreed-upon recreation programs and services. The agreement also defines the scope of services that will be provided by the County to the Town.

3. PRIORITY. The Town shall have priority use of the property and/or facilities owned by the Town for those events/activities sponsored by the Town. The County will have priority use of the property and/or facilities owned by the Town when events/activities sponsored by the Town are not occurring. The Town and the County shall cooperate to avoid any conflicts between uses. The Town shall provide the County with a written schedule of its use of the property and/or facilities at the beginning of the term of the agreement for the calendar year and at the start of each calendar year thereafter. The County will incorporate the Town's schedule into the County's schedule. It is understood that the schedule may change from time to time, and that the Town shall give reasonable notice to the County in such cases. If, for any reason, the schedule requires changing by the County, the County shall give reasonable notice to the Town. It is understood by the parties that questions concerning schedules, operating procedures and rules governing the use of the property and/or facilities may arise during the use of the property and/or facility. Both parties pledge their cooperation to resolve disputes.

4. COMPENSATION/COST RECOVERY. The County will not be charged any compensation for the use of the Town property and/or facilities. Neither the County nor
Town will charge membership fees for use of the Center. Users of the fitness room, which is located within the Community Center, will be charged a fee for use of the fitness room by the fitness operator.

5. SERVICES PROVIDED BY COUNTY. County will provide facility management and operations services, as detailed in Exhibit A.

6. FACILITY SAFETY: When the County identifies perceived unsafe conditions or actions associated with the property and/or facility being utilized, it will timely notify, in writing, the Town of the unsafe conditions or actions. The County and the Town will work cooperatively to correct the unsafe condition or actions in a reasonable time.

7. PROGRAM AND SERVICE FEES. County may charge participants using the Town facilities standard recreation fees, as established by County Council, except as noted in Exhibit A. The County will not seek to profit, in the aggregate, from the delivery of recreation programs and services which utilize the property and/or facilities of the Town.

8. INDEMNIFICATION. Within the limits of the S. C. Tort Claims Act and other applicable laws of the State of South Carolina, the Town and the County hereby further agree, and bind their heirs, personal representatives, successors and assigns, to assume any and all liability for accidents or injuries to persons, or damage to property (collectively “Liabilities”), that may be caused by the Town or the County or its agents in connection with the any “event”, occupation and use of the property and/or facilities contemplated herein, and the Town and the County agree further to be responsible for those claims and/or costs associated with such Liabilities. Neither the execution of this application nor the issuance of any permit, however, shall be construed to expand the legal obligations of the applicant to any third party.

9. INSURANCE. Each party shall provide evidence of liability insurance to the other party. Liability insurance coverage shall be maintained with a minimum limit of One Million and 00/100 (1,000,000.00) Dollars.

10. AMENDMENT. 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.

11. CHOICE OF LAW AND VENUE. This Agreement will be governed by the laws of the State of South Carolina, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of South Carolina, County of Spartanburg.

12. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this Agreement which can be given effect without the
invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

13. INTEGRATION CLAUSE. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties.

14. TERM AND TERMINATION. The term of this agreement shall be from the date hereof and shall extend until terminated. Any party hereto may terminate this Agreement upon at least six (6) months advance written notice to the other parties.

15. ANNUAL CONSULTATION. The parties agree to review the operation of this Agreement annually or as needed.

16. PROPERTY AND EQUIPMENT. No fixed assets or personal or real property will be jointly or cooperatively acquired, held or disposed of pursuant to this Agreement.

17. SEVERABILITY. If any provision of this lease conflicts with any law, conflict shall not affect the other provisions of this lease which can be given effect without the conflicting provision, and to this end the provisions of this lease are declared to be severable.

18. DISPUTES. In the event that a dispute arises under this Agreement, it will be resolved jointly by the Director of Parks and Recreation and the Town Administrator. If the dispute cannot be resolved, it will be elevated to the County Administrator and the Town Mayor.

19. FACSIMILE/SCANNED SIGNATURE. 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.

20. 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: County Administrator
Spartanburg County
PO Box 5666
Spartanburg, SC 29304

Town: Mayor
Town of Cowpens
5330 North Main Street
PO Box 1399
Cowpens, SC 29330

Copy to: 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  

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For Town:
WITNESSES:

[Signatures]

Michael Hamrick,  
Mayor

For County:
WITNESSES:

[Signatures]

Katherine L. O’Neill,  
County Administrator

ATTEST:

[Signatures]

Debbie C. Ziegler  
Clerk to County Council

Exhibit A
Community Center Agreement

1. Description of Program: Management and Operation of Cowpens Community Center (hereinafter called “Center”) by Spartanburg County Parks Department, working with cooperation with the Town of Cowpens and contractors chosen by the Town of Cowpens.

2. Address of Project/Program:
   a. Venue Name: Cowpens Community Center
   b. Owner of Venue: Town of Cowpens
   c. Address: __________
   d. City: Cowpens
   e. State: SC
   f. Zip Code: 29330

3. Public Served (Target Market) By Project/Program
   a. X Families (parents and children together)
   b. Age Group (check all that apply):
      X 17 & under
      X 18-24
      X 25-50
      X 50 & over
   c. Sex (check only one):
      ___ Male Only
      ___ Female Only
      X Both Male and Female

4. Desired Outcomes for the Spartanburg County Parks Department:
   a. Improved recreation and wellness opportunities for adults, aged 50 and over.
   b. Improved health for school-age children and adults.
   c. Revenue to Spartanburg County to help offset increased parks and recreation expenditures in the Town of Cowpens.

5. Desired Outcomes for the Town of Cowpens:
   a. Improved recreation and wellness opportunities for adults, aged 50 and over.
   b. Improved health for school-age children and adults.
   c. Revenue to the Town of Cowpens to assist in paying the operating costs of the Center and to further develop parks and recreation assets around the Center.

6. Responsibilities of the Town:
   a. Manage contract with fitness room operator. (It is understood that fitness room customers must pay a membership fee to the fitness room operator.)
   b. Manage contract with congregate meals provider chosen by the Town. (It is understood that the congregate meals provider will operate the congregate meals service in accordance with regulations of the grant program which funds the service.)
   c. Provide reports to granting agencies on the use of the Center.
   d. Pay the cost of utilities (electricity, gas, cable television, security, internet service, refuse removal service, etc.) as well as costs for repairs and improvements to the Center and grounds.
   e. Provide janitorial and grounds maintenance services on a schedule that is agreed upon by the Town and the County.
f. Provide for break/fix services for information technology classroom.
g. Create a citizen committee to provide advice to the Town Council and Town Administrator concerning programs and services offered in the Center. The committee will also assist the County in developing programs and services that may be offered in the Center.
h. Advertise the Center and its programs on the Town website. Provide a link to the County Parks Department website.

7. Responsibilities of the County:
   a. Advertise the Center and its programs on the Spartanburg County Parks Department website and through other means.
   b. Open, schedule use of and close the Center Monday – Friday, 8:00 a.m. – 6:00 p.m. Exceptions to this rule include keeping the building open for scheduled activities that conclude after 6:00 pm and closures on holidays approved by County Council as well as any days when non-essential County operations are cancelled due to inclement weather.
   c. Purchase personnel computers and other office equipment; coordinate with Spartanburg County Information Technology Department on connectivity to the Parks Department network.
   d. Coordinate with the following contractors and partners, already chosen by the Town, to avoid scheduling conflicts:
      i. Fitness room operator.
      ii. Congregate meals provider.
      iii. Spartanburg Community College. (County will not be involved with registration of fee collection for classes.)
      iv. Spartanburg County Library.
      v. Exercise dance and yoga class instructor. (For this contractor, only contractor will receive 80% of gross revenues and Town will receive 20% of gross revenues.)
   e. Provide recreation and wellness programs of interest to the Center’s customers. The cost for program customers will be driven by the expense of the program. Programs provided by volunteers or area agencies and organization will be offered at no cost or at minimal cost. Programs offered by the Parks Department staff – either directly or through contractors - will be offered at rates approved by County Council. Programs will likely include:
      i. Group exercise classes for adults and persons aged 50 and over.
      ii. After-school youth development programs, to complement – but not compete with – programs coordinated in schools by the Boys and Girls Club.
      iii. After-school enrichment classes in various subjects.
      iv. Register customers for programs; collect and account for program funds.
      v. Provide for payments to recreation program contractors. (The County retains 20% of net program revenues, with 80% being paid to the contractor.) The County will use its revenues to offset the cost of staffing the Center.
   f. Rent the Center on weekends for special events.
i. Administer the signing of Center Use Permits and other agreements that are necessary for the safe operation and maintenance of the Center.

ii. Open the Center for events, at agreed-upon times, monitor the events and secure the Center at the conclusion of the event.

iii. On a monthly basis, remit net revenues (defined as actual revenue received less County staffing expenses) to the Town. The Town will use its revenues to assist in funding the Center's utilities, building and grounds maintenance expenses.

g. Account for funds received and expended.

h. Assist the Town in developing reports to granting agencies.

i. Annually, or upon the reasonable request of the Town, provide reports to the Town Council on the operations, revenues and expenditures of the Center.

j. If feasible, provide technical assistance in the further development of the Cowpens Community Center site, as outlined in the Community Center master plan.

8. Program Manager:
   a. Name: Jon Woodsby, Recreation Manager
   b. Email: jon.woodsby@spartanburgparks.org
   c. Phone: 864-804-0275

9. Contract Administrator for County:
   a. Name: Jim Campbell, Interim Director
   b. Email: jim.campbell@spartanburgparks.org
   c. Phone: 864-384-2215

10. Contract Administrator for Town:
   a. Name: Fred Gossett, Town Administrator
   b. Email: fgossett@mycowpensgov.com
   c. Phone: 864-463-3201
Exhibit B:
Facility Map/Diagram
Exhibit C:
Evidence of Insurance
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy must be endorsed. If subrogation is waived, the policy must be endorsed to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
George Johnson Insurance Inc
Bldg 300, 314 South Pine Street
Post Office Box 6160
Spartanburg, SC 29304-6160

INSURED
Town of Cemps
PO Box 1399
Cemps, SC 29330

CONTACT NAME: Leigh West
PHONE: (864) 585-2256
FAX: (864) 321-1367
EMAIL: lgwest@georgejohnsonins.com

INSURANCE AFFECTING COVERAGE
INSURER: Selective Insurance Co of SE
MACK: 90256

COVERAGE
CERTIFICATE NUMBER: C137102687

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>TYPE OF INSURANCE</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<tr>
<td>PERSONAL INJURY</td>
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<tr>
<td>MEDICAL EXPENSE</td>
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<td>GENERAL AGGREGATE</td>
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<td>PRODUCT COMMERCE</td>
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<tr>
<td>EXCESS LIMIT</td>
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</tr>
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</table>

DESCRIPTION OF OPERATIONS/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AC: Community Building 100 Foster St.

CERTIFICATE HOLDER
For Information Only

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE
A. Holder III, CIC, AA

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STATE OF SOUTH CAROLINA  )
  )  AMENDMENT TO COMMUNITY CENTER
  )  AGREEMENT
COUNTY OF SPARTANBURG  )

This AMENDMENT TO COMMUNITY CENTER AGREEMENT is made and entered into on this 5th day of June, 2014, by and between the COUNTY OF SPARTANBURG, a political subdivision of the State of South Carolina, having its principal place of business at 366 North Church Street, Spartanburg, SC 29303 ("County"), and the Town of Cowpens ("Town"), located at 5330 N Main St, PO Box 1399, Cowpens, SC 29330.

WHEREAS, the Town and the County have entered into an Agreement which incorporates the Mutual Expectations, attached hereto as Exhibit A and incorporated herein by reference and the Map/Floorplan of the properties addressed by this agreement, attached hereto as Exhibit B and incorporated herein by reference, and

WHEREAS, the Town and County desire to modify the mutual expectations so that Section 6d and 6e of the Mutual Expectations read as follows:

d. Pay the cost of utilities (electricity, gas, cable television, security, internet service, refuse removal service, etc.) as well as costs for repairs and improvements to the Center and grounds. Pay to County a fee of $500 per month to reimburse County for the provision of janitorial services.

c. Provide grounds maintenance services on a schedule that is agreed upon by the Town and the County.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

For Town:

WITNESSES:

______________________________
Fred W. Young

______________________________
Michael Hamrick, Mayor

______________________________
Anna C. Brooks
For County:

WITNESSES:

[Signatures]

Katherine L. O'Neill,
County Administrator

ATTEST:

[Signatures]

Debbie C. Ziegler
Clerk to County Council
This AMENDMENT TO COMMUNITY CENTER AGREEMENT is made and entered into on this 26th day of May 2015, by and between the COUNTY OF SPARTANBURG, a political subdivision of the State of South Carolina, having its principal place of business at 366 North Church Street, Spartanburg, SC 29303 ("County"), and the Town of Cowpens ("Town"), located at 5330 N Main St, PO Box 1399, Cowpens, SC 29330.

WHEREAS, the Town and the County have entered into an Agreement which incorporates the Mutual Expectations, attached hereto as Exhibit A and incorporated herein by reference and the Map/Floorplan of the properties addressed by this agreement, attached hereto as Exhibit B and incorporated herein by reference, and

WHEREAS, the Town and County desire to modify the mutual expectations so that Sections 6 and 7 of the agreement, as adopted and amended, are replaced, as follows:

6. Responsibilities of the Town:
   a. Manage contract with congregate meals provider chosen by the Town. (It is understood that the congregate meals provider will operate the congregate meals service in accordance with regulations of the grant program which funds the service.)
   b. Provide reports to granting agencies on the use of the Center.
   c. Provide for break/fix services for information technology classroom.
   d. Advertise the Center and its programs on the Town website. Provide a link to the County Parks Department website.
   e. Pay the costs for repairs and improvements to the Center and grounds; pay for the cost of solid waste removal.

7. Responsibilities of the County:
   a. Work with the VSP Foundation to use Foundation funds to purchase the equipment owned by the former fitness room operator.
   b. Manage the operation of the community center fitness room and adjacent aerobics room. Charge a monthly membership fee for the fitness room, as approved by County Council.
   c. Pay the cost of utilities (electricity, gas, cable television, security, internet service, refuse removal service, etc.).
   d. Provide janitorial and grounds maintenance services.
   e. Create a citizen committee to provide advice concerning programs and services offered in the Center. The committee will also assist the County in developing programs and services that may be offered in the Center.
   f. Advertise the Center and its programs on the Spartanburg County Parks Department website and through other means.
g. Open, schedule use of and close the Center Monday – Friday, 8:00 a.m. – 6:00 p.m. Exceptions to this rule include keeping the building open for scheduled activities that conclude after 6:00 pm and closures on holidays approved by County Council as well as any days when non-essential County operations are cancelled due to inclement weather.

h. Purchase personnel computers and other office equipment; coordinate with Spartanburg County Information Technology Department on connectivity to the Parks Department network.

i. Coordinate contractors and partners to avoid scheduling conflicts.

j. Provide recreation and wellness programs of interest to the Center’s customers. The cost for program customers will be driven by the expense of the program. Programs provided by volunteers or area agencies and organization will be offered at no cost or at minimal cost. Programs offered by the Parks Department staff – either directly or through contractors – will be offered at rates approved by County Council.

k. Rent the Center on weekends for special events.

   i. Administer the signing of Center Use Permits and other agreements that are necessary for the safe operation and maintenance of the Center.

   ii. Open the Center for events, at agreed-upon times, monitor the events and secure the Center at the conclusion of the event.

l. Retain all Center operating revenues, to offset the expenses incurred by the County in operating and maintaining the Center.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

For Town:

WITNESSES:

[Signatures]

Michael Hamrick, Mayor
For County:

WITNESSES:

Patricia W. Woodward

John Hoff

ATTEST:

Debbie C. Zegler
Clerk to County Council

Katherine L. O'Neill,
County Administrator
ATTEST:

Debbie C. Ziegler
Clerk to County Council