

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

**INTERGOVERNMENTAL AGREEMENT
FOR RECREATIONAL FUNDING**

This Agreement is made this ____ day of _____, 2019 by and between the **COUNTY OF GREENVILLE** (“County”), and the **CITY OF FOUNTAIN INN** (“City”).

RECITALS

WHEREAS, the County and the City have the authority pursuant to the South Carolina Constitution at Article VIII, Section 13 to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, pursuant to S.C. Act No. 20 of 2013, Greenville County Council adopted Resolution No. 1470 whereby the County accepted the assets and liabilities of the Greenville County Recreation District (“GCRD”); and

WHEREAS, the City formally had an agreement with GCRD which provided that GCRD share with the City a portion of taxes collected for recreation; and

WHEREAS, the County is now charged with the investment, maintenance and operation of regional and county-wide recreational facilities and programs; and

WHEREAS, the City has a long history of established, municipal-based recreational programs and facilities for its citizens which the City continues to support and fund; and

WHEREAS, it is in the best interest of the County and the City to enter into this Intergovernmental Agreement for revenue sharing.

NOW THEREFORE, in consideration of the mutual promises and agreements of the County and City, the receipt and sufficiency of which is mutually acknowledged, the parties do hereby covenant and agree as follows:

Section 1. Revenue Sharing. The County agrees to share \$50,000 of the ad valorem property tax revenues for recreation with the City annually. This sharing recognizes that City and County residents are receiving and have the opportunity to benefit from nearby and regional recreation facilities provided by the County, as well as facilities and activities funded by the City.

Section 2. Term. The term of this Agreement shall be for two (2) years (“Term”), commencing as of the effective date of this Agreement. After the initial Term concludes, this Agreement shall automatically renew for an additional one-year period up to a total of two (2) additional one-year periods (“Renewal Terms”), unless either party gives written notice of termination no later than ninety (90) days prior to the end of the Term or Renewal Term. The first payment under this Agreement shall be due prior to April 30, 2020 and all subsequent payments shall be made on or before April 30th of each year.

Section 3. Recreational Use. The City agrees that the revenue shared under this Agreement will be used exclusively for recreational purposes within the City.

Section 4. No Third Party Beneficiary. This Agreement is intended to be solely between County and the City. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to this Agreement.

Section 5. Amendment. This Agreement may be amended only by the written agreement of all of the parties hereto.

Section 6. Enforcement. This Agreement shall be governed by the laws of the State of South Carolina. Any act by either party in violation of this Agreement shall be remedied by the courts of the State of South Carolina in Greenville County, South Carolina. This Agreement is intended to provide both parties with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement.

Section 7. Notices. Required notices under this agreement shall be given to the respective governing units as follows:

GREENVILLE COUNTY
County Administrator
301 University Ridge, Suite 2400
Greenville, SC 29601

CITY OF FOUNTAIN INN
City Administrator
City Hall
200 North Main Street
Fountain Inn, SC 29644

Section 8. Severability. In the event that any portion of this Agreement is invalidated or held unenforceable by a court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by authority of their respective governing bodies effective as of the date when all parties hereto have affixed their respective signatures on the signature pages to follow.

GREENVILLE COUNTY

Herman G. Kirven, Chairman
County Council

ATTEST:

Regina McCaskill
Clerk to Council

Joseph M. Kernell
County Administrator

CITY OF FOUNTAIN INN

Shawn M. Bell, City Administrator

ATTEST:

Sandra H. Woods
City Clerk