

STATE OF SOUTH CAROLINA    )  
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COUNTY OF RICHLAND        )    MEMORANDUM OF AGREEMENT  
  )    BETWEEN RICHLAND COUNTY, SOUTH  
  )    CAROLINA, AND THE RICHLAND COUNTY  
  )    RECREATION COMMISSION

THIS MEMORANDUM OF AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Richland County Recreation Commission ("Commission") and Richland County, South Carolina ("County").

WHEREAS, the parties recognize that Richland County is vulnerable to hurricanes, tornadoes, flooding, and other natural disasters that can cause severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Parties to this agreement recognize that the quantity and dispersion of Points of Distribution (POD) for emergency relief supplies are critical to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective emergency relief possible, the parties recognize the value of coordinating the use of available facilities and in setting forth their understanding and agreement as follows:

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1.    DEFINITIONS.

For purposes of this Agreement, the following terms shall have these meanings:

A.    Emergency – shall include any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.

B.    Disaster – shall include any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude as to result in a declaration of a state of emergency by a county, Governor, or the President of the United States.

C.    Period of Assistance–the period of time beginning with the departure of any County personnel from any point, for the purpose of traveling to the Points of Distribution in order to provide assistance, and ending upon the return of all personnel and equipment of the County after providing the assistance needed to their residence or regular place of work, whichever occurs first.

D.    Major Disaster – a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.

E.    Points of Distribution – shall include gymnasias and other open areas of the Commission for storage and distribution of emergency services and relief supplies, including such spaces of the Commission at the following locations:

Ballentine Community Ctr.	1009 Bickley Road	Ballentine, SC 29002	(803) 781-2013
Bluff Road Park	148 Carswell Road	Columbia, SC 29209	(803) 776-8698
Blythewood Park	126 Boney Road	Blythewood, SC 29016	(803) 691-9786
Caughman Road Park	2800 Trotter Road	Hopkins, SC 29061	(803) 783-0400
Crane Creek Park	7405 Fairfield Road	Columbia, SC 29203	(803) 754-1662
Eastover Park	1031 Main Street	Eastover, SC 29044	(803) 353-7137
Forest Lake Park	6820 Wedgefield Road	Columbia, SC 29206	(803) 787-5000
Friarsgate Park	1712 Chadford Road	Irmo, SC 29063	(803) 732-3220
Gadsden Community Ctr.	1600 S. Goodwin Way	Gadsden, SC 29052	(803) 353-3677
Hopkins Park	150 Hopkins Park Rd.	Hopkins, SC 29061	(803) 783-9374
Killian Park	1424 Marthan Road	Blythewood, SC 29016	(803) 754-7980
Pine Grove Community Ctr.	937 Piney Woods Road	Columbia, SC 29210	(803) 213-1296
Meadowlake Park	600 Beckman Road	Columbia, SC 29203	(803) 754-4463
North Springs Park	4210 Clemson Road	Columbia, SC 29229	(803) 736-3660
Polo Road Park	730 Polo Road	Columbia, SC 29223	(803) 736-1657
St. Andrews Park	920 Beatty Road	Columbia, SC 29210	(803) 772-6598
Trenholm Park	3900 Covenant Road	Columbia, SC 29204	(803) 787-0216
Upper Richland Community Center	280 Campground Rd	Columbia, SC 29203	(803) 754-9778

F. Disaster Recovery Centers – facilities that are set up in or near a disaster impacted community, where disaster survivors can go to obtain information on, and apply for, Federal, State and local assistance, and shall include:

Bluff Road Park, 148 Carswell Road, Columbia, SC 29209, 776-8698

Ballentine Park, 1009 Bickley Road, Ballentine, SC 29002, 781-2031

Killian Park, 1424 Marthan Road, Blythewood, SC 29016, 754-7980

## SECTION 2. POINTS OF DISTRIBUTION FOR EMERGENCY RELIEF.

The Commission agrees that in the event of an emergency or natural or man-made disaster that affects citizens of Richland County, it shall provide County access to and use of the above-described recreation centers for Points of Distribution for emergency relief supplies as well as the Commission's Disaster Recovery Centers as provided for herein.

## SECTION 3. IMPLEMENTATION RESPONSIBILITIES.

A. Responsibilities of the Richland County Recreation Commission

The Commission agrees to provide the following services in support of the emergency relief operations provided for herein:

- 1) Provide personnel to open the Points of Distribution and Disaster Recovery centers and any buildings or facilities provided for in this Agreement and to provide facility maintenance as needed or required.
- 2) Delineate storage and distribution areas.
- 3) Provide the Richland County Emergency Services Director with all documentation and receipts related to recovery operations contemplated herein for reimbursement from FEMA.

B. Responsibilities of Richland County

Richland County agrees to:

- 1) Provide personnel to support the delivery of goods and services contemplated herein to citizens and to provide security of the site.
- 2) Submit all required reimbursement documentation to FEMA and to reimburse the Richland County Recreation Commission for all approved claims of the Commission.

SECTION 4. SUPERVISION AND CONTROL

The personnel, equipment and resources of County shall remain under the operational and administrative control of the County at all times herein under this Agreement.

SECTION 5. INSURANCE

The parties to this Agreement shall bear the risk of their own actions, as they do with their day-to-day operations, and determine for themselves what kinds of insurance and in what amounts, they carry. Each party shall be solely responsible for determining that their insurance is current and adequate prior to providing assistance under this Agreement.

SECTION 6. LIABILITY

To the extent permitted by law, and without waiving sovereign immunity, each Party to this Agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions, and the actions of its personnel, in providing the assistance rendered or performed pursuant to the terms and conditions of this Agreement.

SECTION 7. LENGTH OF TIME FOR EMERGENCY/DISASTER

The duration of a state of emergency or disaster declared by the County or other competent authority is limited to seven (7) days; provided, however, that said emergency or disaster may be extended by County or other competent authority, as necessary, to reasonably carry out the emergency relief contemplated by the parties to this Agreement.

SECTION 8. TERM

This Agreement shall be in effect for one (1) year from the date hereof and is renewed automatically in successive one(1) year terms unless terminated upon sixty (60) days advance written notice by either party. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the parties in accordance with the contact personnel or authorities listed in SECTION 10 of this Agreement.

SECTION 9. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon proper execution thereof by an authorized representative of each party.

SECTION 10. NOTICES.

County may give notice of an emergency or disaster giving rise to the application of this Agreement through its Director of Emergency Services or his/her authorized representative to an authorized representation of Commission. Notice under this Agreement shall be made in person, telephonically, by facsimile transmission, otherwise in writing or however made to the parties as follows:

For County:

For Commission:

SECTION 11. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection, and the remaining portions of this Agreement shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated.

IN WITNESS WHEREOF THIS AGREEMENT is executed by the authorized representative of each of the parties as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE RICHLAND COUNTY  
RECREATION COMMISSION:

Z. Marie Green

Chairman

\_\_\_\_\_  
County Administrator

WITNESSESS:

Cynthia Wath  
Walter Brown

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WITNESSESS:

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