

# MEMORANDUM OF UNDERSTANDING

Between

The City of Hermiston

And

The Hermiston Pickleball Club

This Memorandum of Understanding (“MOU”) is entered into as of July 1, 2025 by and between the City of Hermiston and the Hermiston Pickleball Club. The **City of Hermiston** and the **Hermiston Pickleball Club** (also known as **541 Pickleball Club**) may be referred to individually as “Party” or collectively as “Parties”

## 1. Recitals.

A. The City of Hermiston is an incorporated city within Umatilla County, State of Oregon.

B. The City of Hermiston is the owner in title of property located at 1800 NW 6<sup>th</sup> Street, Hermiston, OR. The property is managed by the Hermiston Parks and Recreation Department and is maintained for use as a city park providing recreation for community members and visitors.

C. The City of Hermiston has provided the use of property located at 1800 NW 6<sup>th</sup> Street, Hermiston, OR to be used for the construction of pickleball courts and facilities. The pickleball courts and facilities have been constructed with a combination of private and public funding and will become the sole property of the City of Hermiston upon completion with the designation of a Hermiston City Park Property. The pickleball courts and facilities have been constructed for the public benefit, to promote healthy physical activity, to increase participation in the growing sport of pickleball, and to improve the livability of the greater Hermiston Area.

D. The Hermiston Pickleball Club, is a non-profit sports club located in Hermiston, Umatilla County, State of Oregon. The Hermiston Pickleball Club by and through the Greater Hermiston Community Foundation has solicited the raising funds from both public and private entities for the purpose of design and construction of a pickleball complex within the City of

Hermiston. The Hermiston Pickleball Club understands that upon substantial completion of the complex it will become the property of the City of Hermiston.

## **2. Purpose**

The purpose of this MOU is to provide a framework for the use of the pickleball complex, standards of maintenance, an awareness of each Parties interest in the complex, and to ensure the pickleball complex remains a facility for which the greater Hermiston area can benefit from for many years.

## **3. Implementation.**

(a) The Parties understand the pickleball complex has been constructed for the benefit of all of the community and is not solely designated for the use by any one group and will be operated in accordance with rules applying to Hermiston City Parks. The complex will be open normally from 5am to 10pm daily. Should part of the complex be reserved by a private or public group, consistent with city park policy, at no time may more than 60 percent of the courts be reserved with the remaining 40 percent open for public use.

(b) The Parties understand that in recognition of the Hermiston Pickleball Clubs facilitation of fundraising efforts, coordination of construction activities, in kind facility planning, and attracting visitors to Hermiston, the Hermiston Pickleball Club may reserve the whole pickleball complex for the sole purpose of hosting pickleball tournaments. The complex may be reserved for up to (3) weekends a year (Thursday, Friday, Saturday, Sunday) at no cost. The identified tournament dates will be provided to the City of Hermiston Parks and Recreation Department by January 31<sup>st</sup> of the each year.

(c) The Parties understand the pickleball complex will be maintained consistent with existing Hermiston City Park standards of care. The Parties understand that each Party has a vested interest in maintaining the pickleball complex and the Hermiston Pickleball Club will endeavor to support the maintenance and upkeep provided by the City of Hermiston wherein club members will provide additional sweeping, weeding, maintenance, identification of deficiencies, and complex care on a volunteer basis.

(d) The Parties understand that events hosted for monetary consideration at the complex must comply with all applicable city codes to include applicable event insurance and vendor codes. Event coordination and necessary requirements will be identified by and through the Hermiston City Parks Department.

(e) The Parties understand that a majority of the funds raised to construct the pickleball complex were by provided by donors investing in the Hermiston community. The Parties

understand that monetary donations of significant levels allowed for naming conventions of the complex as well as courts in recognition of contributions. The Parties agree the complex name is permanent while court donor recognition should remain in place for a minimum of 20 years unless express consent is given by the donor approving a naming change. If after 20 years the facility is in such condition significant donations are needed for re-construction of the facility, the parties upon mutual agreement, may seek donations for such re-construction, including re-naming of appropriate donor recognition levels. Original donors will have first rights to additional donations and continuation of donor recognition.

(g) The Parties agree to meet on or about January 31<sup>st</sup> of each year to discuss the pickle complex care, upkeep, needs and event planning for the forthcoming year.

**5. Non-Fund Obligating Document.**

This is neither a fiscal nor funds obligation document. Any transfer of anything of value or involving reimbursement between Parties of this agreement will be handled in a separate agreement. The Parties understand the City of Hermiston and the Hermiston Pickleball Club endeavor to maintain a top tier pickleball complex and endeavor to provide future maintenance funds as budgets allow.

**6. Duration.**

This MOU is at-will and may be modified by mutual written consent of the Parties. This MOU will remain in effect until terminated by either Party.

The City of Hermiston

Hermiston Pickleball Club

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Date

Date

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