



CITY COUNCIL ACTION FORM

Department	Presented by	Date
Parks and Recreation	Diesel Post - Parks and Recreation Director	March 16, 2021

ITEM

Approval of MOU with Peak to Peak pickle ball club

BACKGROUND

Peak to Peak pickle ball club organizes and manages much of the pickle ball play at Centennial Park. This MOU establishes the expectation and responsibilities of the club and the City.

FISCAL NOTE

The city commits \$750 per year for pickle ball equipment and supplies and \$500 per year for net repair and maintenance.

STAFF RECOMMENDATION

Staff recommends approving the MOU with Peak to Peak pickle ball club.

SUGGESTED MOTION

Content agenda item



City of Salida
410 W Rainbow Blvd.
Salida, CO. 81201
(719) 539 - 6738

AGREEMENT WITH THE CITY OF SALIDA

THIS AGREEMENT entered into this 1st day of January, 2021, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **[Peak to Peak Pickleball Club]**, 1672 PO Box Buena Vista, CO, 81211, hereinafter referred to as “Organization”.

WHEREAS, Organization is a community-based, 501 (c) (3) charitable organization providing for the recreational or other positive benefits of the Salida community; and,

WHEREAS, the City owns and operates certain property and facilities and rights-of-way and regulates certain activities throughout the City of Salida; and,

WHEREAS, and Organization desires to organize, schedule and play Pickleball on City courts; and,

WHEREAS, the City and its Parks and Recreation Department wish to enter into this Agreement with Organization to memorialize the Parties’ collaborative relationship and understanding; and

WHEREAS, the City and Organization further wish to clarify within this Agreement the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Purpose and Description:** Organization plans, organizes, and schedules pickleball play. City agrees to allow Organization to play Pickleball at Centennial Court located at 410 W Rainbow Blvd. within the City of Salida, County of Chaffee, and State of Colorado. The location shall be accessed by the Organization only for Peak to Peak Pickleball Club sponsored events and activities which are scheduled and approved in advance with the City. This agreement does not apply to drop-in play or to informal organized play in which Organization members and/or non-members may be involved.

Term: The term of the Agreement shall be for one (1) year starting from the date of approval of this Agreement or until terminated by either Party. As long as Organization is in compliance with the terms and conditions of this Agreement, this Agreement shall be automatically renewed on an annual basis thereafter. Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause.

2. **Rate:** City will charge Organization the applicable fees pursuant to the most current City of Salida Schedule of Fees. The City will charge the Organization the current year's rental fees for full reservations of the courts. The Organization will be allowed to charge fees to participants for formal sponsored events governed by this agreement.
3. **Special Conditions:** The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:

A. Organization will:

- i. **promote Pickleball play in Chaffee County;**
- ii. **facilitate play at Centennial Court and the Chaffee County Fairgrounds ;**
- iii. **encourage voluntary donations and Silver Sneaker sign ups at play locations;**
- iv. **collect participant fees at the Chaffee County Fairgrounds during scheduled recreational play and remit to City;**
- v. **purchase any equipment (excluding balls and nets) that would facilitate play ;**

B. The City will:

- i. **allocate \$750 each year for Pickleball equipment and supplies;**
- ii. **maintain Centennial Court as well as, the lights, windscreens, electrical outlets;**
- iii. **administer Silver Sneakers at both Centennial Court and Chaffee County Fairgrounds;**
- iv. **allocate \$500 each year for net maintenance/replacement;**
- v. **allow members and non-members access to the Centennial courts outside of sponsored formal events and activities at no cost to the Organization;**

4. **Reporting:** The City will evaluate the effectiveness of this relationship after **one year**. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In January of 2022, Organization and City will have a meeting about the Pickleball play and what the roles for each party will look like in the subsequent years.
5. **Surrender of Property:** Organization shall quit and surrender any designated or utilized properties, rights-of-way or facilities to the City at the end of the formal sponsored event in the same condition as at the date of the commencement of the formal sponsored event, ordinary wear and tear excepted.
6. **Rules and Regulations:** Organization, and all persons whom Organization allows at the event, activity or as a result of this relationship, shall abide by and conform to all Rules and Regulations concerning their event, activity or relationship, or the use of any City properties and City facilities and City rights-of-way, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
7. **Maintenance:** City reserves the right to close any applicable properties or facilities or rights-of-way for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
8. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the formal sponsored event or activity by Organization, or in the use of any City properties or facilities or rights-of way. Organization expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their

participation in Organization's use of any City property or facility or right-of-way, during the Organization's formal sponsored event or activity, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of Organization.

9. **Insurance:** Organization agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence, during any formal sponsored event, for bodily injury and property damage combined, naming the Organization, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Organization shall provide a copy of the Certificate of Insurance to the City for each formal sponsored event or activity and policy will be valid for that formal sponsored event or activity only.
10. **Compliance with Law:** Organization shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. Organization will not do or suffer to be done anything on any used or designated City property, facility or right-of-way during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. If Organization's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Organization, they will immediately desist from and correct or cause to be corrected such violation.
11. **Damage to City Property:** If any designated property, facility or right-of-way, or any part of buildings on designated property, or any equipment located on the designated property during any formal sponsored event by the Organization shall be damaged by the act, default, or negligence of the Organization or its agents, employees, patrons, guests, or any person admitted to the designated property by Organization, the Organization will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. Organization assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property during any formal sponsored event by the Organization with the consent of the Organization or by or with the consent of any person acting for or on behalf of Organization. Organization shall be responsible to maintain order and protect persons and property.
12. **Assignment:** Organization shall not assign this Agreement without the prior written consent of the City, nor use of the Property other than as specified in this Agreement.
13. **Release:** City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the formal sponsored event by the Organization covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
14. **Modification:** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
15. **Contact Information:** The current contact information of the Parties is as follows:

City: City of Salida Department of Parks and Recreation
City representative: Diesel Post
Position: Director of Parks and Recreation
Address: 410 W Hwy 50, Salida, Colorado, 81201

Telephone: 719-539-6738
E-mail: diesel.post@cityofsalida.com

Organization:

Organization representative: Jennifer Eggleston
Position: Peak to Peak Pickleball Club President
Address: PO Box 1672, Buena Vista, CO 81211
Telephone: 719-207-0918
E-mail: jenegglestoncpa@gmail.com

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the Organization and the City, respectively, and that the Organization and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA (“City”)

BY: _____

Date:_____

Peak to Peak Pickleball Club (“Organization”)

BY: _____

Date:_____