



REQUEST FOR COUNCIL ACTION

Meeting Date: 2/16/21

ORIGINATING DEPARTMENT: Parks & Recreation		PRESENTED BY: Mike 'Diesel' Post
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ITEM:

Memorandum of Understanding with Friends of Salida Skate parks

BACKGROUND:

Friends of Salida Skateparks (FOSS) is volunteer organization made up of town residents, skateboarders, bike riders, bladers, and other sport enthusiasts that are passionate about a new skatepark in Salida. Over the past few years, FOSS has worked with the City of Salida through various iterations of site prioritization, master planning efforts, fundraising, grant writing, bid solicitation, and design input. With a new skatepark on the horizon being built by Grindline, FOSS seeks to enter into this MOU with the City of Salida for responsibilities and items outlined below.

FISCAL NOTE:

This MOU sets priorities for the way funds raised by FOSS are spent on future skate park projects.

STAFF RECOMMENDATION:

Staff recommends that council approve the administrator to enter into this Memorandum of Understanding with Friends of Salida Skate parks.

SUGGESTED MOTION:

Consent agenda item

ATTACHMENTS:

MEMORANDUM OF UNDERSTANDING (MOU) between Friends of Salida Skateparks (FOSS) and City of Salida

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I. BACKGROUND

Friends of Salida Skateparks (FOSS) is volunteer organization made up of town residents, skateboarders, bike riders, bladers, and other sport enthusiasts that are passionate about a new skatepark in Salida. Over the past few years, FOSS has worked with the City of Salida through various iterations of site prioritization, master planning efforts, fundraising, grant writing, bid solicitation, and design input. With a new skatepark on the horizon being built by Grindline, FOSS seeks to enter into this MOU with the City of Salida for responsibilities and items outlined below.

II. PURPOSE & SCOPE

This Memorandum of Understanding (the "Memorandum") is made on February 1st, 2021 by and between Friends of Salida Skateparks (hereinafter referred to as "FOSS") and the City of Salida, of (410 W. Rainbow Blvd, Salida, CO 81201 (hereinafter referred to as "Salida")) for the purpose defining roles and responsibilities on future phases of the new Centennial Skatepark (Project).

WHEREAS FOSS and Salida seek to enter into an agreement in which FOSS and Salida will work together to complete the Project;

AND WHEREAS FOSS and Salida seek to enter into a Memorandum of Understanding (MOU) between them, setting out the working arrangements and responsibilities that each of the partners agree are necessary to complete future phases of the Project.

The 2 parties propose to work together to achieve a common goal of improving Centennial Park and working together on future phases of construction that will enhance these valuable community assets as opportunities allow.

The partnership between the FOSS and Salida has existed since 2019 when the first concept meeting was presented to the board of County Commissioners by original FOSS members. The purpose of this MOU is to further strengthen this relationship to continue to provide high quality recreation opportunities directly from town for our local community and visitors alike.

III. FOSS RESPONSIBILITIES UNDER THIS MOU

1. **Brick Installation** – Once notified by Salida within 30-days of proposed installation, FOSS shall coordinate order finalization, shipping, and delivery of bricks to skatepark or safe location prior to installation.
2. **Fundraising** - Continue to raise funds through various platforms, community solicitation, and grant writing to generate funds to help pay for future phases of work at Centennial Park. Up to

\$20,000 in funds recently generated through fundraising efforts should be earmarked for Phase 2 construction that would be geared towards infrastructure and power improvements with a focus on lighting in the skateable area. As per this MOU, FOSS will provide these funds to Salida prior to construction and implementation of Phase 2 after lighting has been approved and a construction date determined.

3. **Signage** - Work with the City to develop a signage design for Centennial Skatepark that will be implemented no later than Phase 2.
4. **Community Engagement and Outreach** - Continue to provide and maintain a presence in the community regarding informative skatepark updates and planning phases associated with future aspects of Centennial Park.
5. **Coordination/Planning/Approval with Salida Parks and Recreation and the PROST Board**- On all projects that involve the new Centennial Skatepark footprint and immediate area.
6. **Collaboration with Salida Parks and Recreation and the PROST Board** – On long term planning efforts – master planning, future phases, and other infrastructure needs in Centennial Park.
7. **Sign MOU and Volunteer insurance as needed** - All members of FOSS that work on City property need to sign volunteer paperwork that adds them as additionally insured on the City's insurance for that related work. The Signatories must sign and renew the MOU between FOSS and The City of Salida as needed per the expiration date.

IV. City of Salida RESPONSIBILITIES UNDER THIS MOU

1. **Brick Installation** – Salida will notify FOSS at least 30 days prior to proposed installation of fundraising bricks. This will allow time for shipping and delivery. Salida shall also install bricks in communal, non-skating space where they can be visible by the public.
2. **Coordination/Planning/Approval with FOSS** - On all projects that involve the new Centennial Skatepark footprint and immediate area.
3. **Collaboration with Salida Parks and Recreation** – On long term planning efforts – master planning, future phases, and other infrastructure needs in Centennial Park
4. **Review Contracts and agreements** - City Staff will review lighting information and bids provided to City Staff by FOSS and use this documentation in a bidding process.
5. **Solicit, Select and Oversee Lighting of Centennial Skatepark** – City Staff will develop a plan and bid for skatepark specific lights in the Centennial Skatepark that FOSS members can review and approve. Ultimate construction will occur in Phase 2 scope of work. This will include oversight of future construction and implementation of lighting, shade structure and other infrastructure at Centennial Skatepark and immediate area.
6. **Secure funding** - The City will make best efforts to secure funding to support and match funds being generated by FOSS for future phases at the Centennial Skatepark on City owned property.
7. **Provide insurance** - Volunteers that complete the City of Salida Volunteer paperwork will be covered under the City's policy for work done on City Property.

V. FUNDING

FOSS will assist with funding (\$20,000) of Phase 2 scope of work at Centennial Park that will focus on infrastructure and/or lighting of skatepark and immediate area. FOSS will supply volunteer labor, tools,

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planning/organization for all maintenance and other necessary tasks in true partnership with City of Salida for future aspects of the Centennial Skatepark.

VI. Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

VII. Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

VIII. Tenure of MOU

The arrangements made by the Partners by this Memorandum shall remain in place from the date of the latest signature below until December 31, 2022. The term can be extended by agreement of all parties through subsequent addendums that describe any pertinent changes in scope or budget.

IX. Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person, email, or by certified mail, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

X. Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Colorado.

XI. Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

XII. Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the parties obligated under this Memorandum.

XIII. Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XIV. Prior Memorandum Superseded

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This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

XV. Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. This MOU acts as a binding agreement between FOSS and Salida if transfer of funds from FOSS to Salida were to occur and help fund future work at the Centennial Park area. This amount is up to \$20,000 and will be provided to Salida from FOSS specifically for lighting of Skatepark features and surrounding infrastructure and power for Centennial Park.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner at any point.
- h. By executing this MOU the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

The following Partners support the goals and objectives of Centennial Skatepark:

XVI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of FOSS and City of Salida authorized officials. Both parties indicate agreement with this MOU by their signatures.

Signatures and dates

Friends of Salida Skateparks

City of Salida

2/10/21_____ Date

_____ Date