



## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	4/19/22

### ITEM

Consent Agenda

Council Action - Approve agreements with: the Salida School District and the Salida Tennis Club

### BACKGROUND

The Department of Parks and Recreation enters into many agreements with other organizations and contractors to hold events, complete work or offer services. Below are the Department's most recently negotiated agreements.

- MOU with the Salida School District for use and management of the Middle School Tennis courts
- Contract with the Salida Tennis club for use of the Middle School Tennis courts and tennis lessons for the community

### FISCAL NOTE

Entity	Description	Amount	Budget	Comments
Salida School District	Tennis court management	\$5,000	Program costs - \$15000	P&R manages the District courts in order to allow community play
Salida Tennis Club	Court use and lessons	0	n/a	This contract allows for open play at the District courts and provides for Club members to provide an introductory class to youth in the Summer.

### STAFF RECOMMENDATION

To approve entering into to agreements with the School District and the Tennis Club.

### SUGGESTED MOTION

A Council person should move to "combine and approve the items on the consent agenda."

# **Memorandum of Understanding (MOU)**

## **Salida Middle School Tennis Courts**

### **Salida School District R32J and City of Salida Recreation Department**

- Goal: allow community use of the SMS tennis courts and have a portion of tennis court maintenance funded
- 3 year agreement to be reviewed and reinstated in March each year if both parties agree
- \$5,000 annual cost for the spring, summer, and fall season
- 3% increase annually to cover for inflation (ex: 2023 season will be \$5,150)
- Spring season will typically begin April 1 and consist of Friday, Saturday, and Sunday play so the PE classes and SHS tennis team can have use of the courts during the school week. Summer season will begin June 1 each year and can include weekday play. Fall season will end September 30.
- Season schedule must be agreed upon each year by the rec department and the school district Facility Use Manager, not to exceed 5 days per week and 5 hours per day.
- SHS tennis team always has priority for court use throughout the year.
- Combo locks will be put on two of the tennis courts gates for access. This code will change monthly and be shared with Salida Rec to share with the local tennis community.
- Salida Rec will manage the use of the tennis courts during open play hours and is responsible for supervision. The District may review the arrangements made for supervision by Salida Rec. If the District believes the supervision to be inadequate, it may require further arrangements or cancel the proposed use.
- Salida Rec will sign the Facility Use Agreement form for each tennis season, which is attached to this MOU.
- The District will be responsible for general maintenance of the tennis courts, but Salida Rec will ensure that all litter and refuse is removed and properly disposed of after each community use.
- The District will pay for a port-a-potty to be at the tennis courts from March 1-September 30 each season. Any additional port-a-potties needed by Salida Rec will be paid for and arranged by Salida Rec.
- Salida Rec is responsible for all vandalism or damages other than ordinary wear and tear occurring as a result of the community use of the tennis courts. If such damage occurs, the District shall determine the reasonable repair costs due the District and Salida Rec shall remit payment in that amount within forty-five (45) calendar days after receiving written notice of the costs.
- Any other tennis programs Salida Rec chooses to coordinate outside of this community use MOU will fall under a separate Facility Use Agreement and must be coordinated and approved by the Facility Use Manager.
- If Salida Rec authorizes youth tennis lessons, youth competitions, or any other program involving children, Salida Rec will be responsible for providing the District with the results of fingerprinting and criminal background investigations, at Salida Rec's expense, for each person who will have unsupervised contact with children, prior to any such contact.

City of Salida Recreation Department

Salida School District R32J

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## USE AGREEMENT

**THIS AGREEMENT** entered into this 1st day of March, 2022, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the Salida Tennis Club, hereinafter referred to as “User”.

**WHEREAS**, User is a community-based organization providing for the recreational benefits of the Salida community; and,

**WHEREAS**, the City owns and/or operates the property (“Property”) described below, and User desires to use such property.

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

1. **Description:** This agreement addresses the relationship between the City of Salida and the Salida Tennis club. There are 4 aspects to this agreement:
  - a. Centennial courts usage
    - i. Open play
    - ii. Camps and classes
  - b. Salida School District court play
    - i. Schedule
    - ii. Key responsibility
  - c. Camps and Classes - Parks and Recreation introductory programs contracted services
  - d. Tournament(s)
  - e. City financial support
2. **Description of Property:** City agrees to allow User to utilize [The Centennial Courts] located at [410 W Rainbow Blvd.] as well as the Salida School District courts (through an agreement with the Salida School District) within the City of Salida, County of Chaffee, and State of Colorado. The Property shall only be accessed by the User for events scheduled and approved in advance with the City. Any use of other facilities will need to be scheduled and coordinated with the appropriate scheduling agency.
3. **Purpose:** User represents that the Property are being used for the purpose of Tennis play and lessons.
4. **Term:** The term of this agreement commences on 4/14/22 and ends on 12/30/22.
5. **Rate:** User will use the Centennial Courts for a rate of \$25/hour for exclusive use.



6. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

**A. Salida Tennis Club will:**

**i. Centennial Courts usage**

**1. Schedule**

- Educate club members as to the Centennial Court schedule for open/drop-in play

**2. Camps and classes**

- Hire an instructor to offer community classes
- In March, April and May
  - i. Offer intermediate/advanced classes at Centennial Court that are open to the public
    - 1. Mon - Fri - 1:00-2:30pm; Tuesday & Thursday 4:00-5:30
    - 2. Pay \$350/month for that use
- For the months of June, July, August, September, October, November, and December follow a schedule that does not interfere with public or preference play times
- Pay \$25 per hour for these rental times
- Offer an Introductory Camp/Class in the Summer months in partnership with the Department of Parks and Recreation at best available location.

**ii. Salida School District court usage**

**1. Schedule**

- January, 2022 - May, 2022: Friday, Saturdays and Sundays 8:00AM - 11:00AM
- June, 2022 - Sept, 2022: Saturdays, Sundays, Mondays, Wednesdays and Fridays, 8:00AM - 11:00AM possible evening time

**2. Payment**

- The Salida Tennis Club will pay a flat fee of \$500 for the School courts.
- Key responsibility
  - i. The organization plans to manage the unlocking and relocking of the Tennis Courts at Salida Middle School for Open Play



Sessions the above mentioned times. The city agrees to allow a representative of the Organization to check out and back in the key to the Salida Middle School Tennis Courts at The Salida Hot Springs Aquatics Center located at 410 W Rainbow Blvd., Salida, CO within the City of Salida, County of Chaffee, and State of Colorado on a daily basis with the expectation of Saturday night into Sunday morning. The Salida Tennis Club is responsible for fees associated with a lost key and lock replacement. The School District courts shall only be accessed by the Organization for Open Play scheduled and approved in advance with the City.

iii. Camps and Classes - Parks and Recreation introductory programs contracted services

b. The Salida Tennis club will work with the Department of Parks and Recreation to offer introductory and youth tennis lessons/camps through the department's SmartRec system during the months of June, July and August.

iv. Tournament

1. If the Salida Tennis Club will offer a tournament at some point in the 2022 year they will list the City as a sponsor.
2. Pay the \$25/hr court fees for all times that Centennial court is unavailable to the public.
3. Pay \$60/hr court fee for School District Courts minus any potential City level sponsorship.

**B. The City will:**

i. Centennial Court play

1. Publish the open/drop-in court schedule
2. Will maintain Centennial courts as budgeted for via the parks division.
3. Exclusive club use
  - For the months of March, April and May - reserve the courts for exclusive use at the previously mentioned schedule for lessons
  - For months of June, July, August, September, October, November and December set a schedule that does not interfere with public or preference play times

ii. School District Courts



1. Facilitate management of the Salida School District courts including accepting the invoice for the rental fee and determining payment responsibility
  - iii. Camps and Classes
    1. If the Club offers and manages 20 hours of introductory camps/classes the City will donate \$500 to the Club.
  - iv. Tournament
    1. Help the club schedule a tournament
    2. Negotiate other resource allocation to assist in a tournament
7. **Surrender of Property:** User shall quit and surrender the designated Property to the City at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
8. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by and conform to all Rules and Regulations concerning the use of the Property and all City facilities, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
9. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
10. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by User. User 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 User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of User.
11. **Insurance:** User 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 for bodily injury and property damage combined, naming the Salida Tennis Club and with the City being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.
12. **Compliance with Law:** User 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. User



will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.

13. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
14. **Damage to Property:** If the designated Property, or any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user 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. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. User shall be responsible to maintain order and protect persons and property.
15. **Assignment:** User 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.
16. **Release:** City shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this agreement. User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
17. **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.

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

**CITY OF SALIDA** ("City")



By: \_\_\_\_\_  
City Administrator

**Salida Tennis Club** (“User”)

By: \_\_\_\_\_

[Name]

Title: \_\_\_\_\_