

**Monument Valley Park Pickleball Facility
Pikes Peak Pickleball Association
Public-Private Partnership Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 21st day of January, 2021 by and between the CITY OF COLORADO SPRINGS, a home rule city and Colorado municipal corporation (“City”) and the Pikes Peak Pickleball Association (“PPPA”).

WHEREAS, the City is the owner of the facilities in Monument Valley Park (MVP) that house dedicated pickleball courts (“Site”); and

WHEREAS, PPPA is a local non-profit 501(c)3 organization incorporated to promote the sport of Pickleball through education, training and conduct of amateur sports competitions; and to reduce the burdens of local government through fundraising contributions and volunteer labor support, and;

WHEREAS, PPPA previously supported the MVP Site by raising \$220,686 for the facility; and

WHEREAS, the City and PPPA through this partnership agreement seek to share and utilize the skills and assets of their public and private organizations, respectively, in further developing and enhancing services and capabilities at the Site for use of the general public.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

- 1) **Term** The term of this MOU shall begin January 21, 2021, and shall terminate on December 31, 2023, in accord with City Charter Art. X, § 10-60. The agreement may be renewed for additional periods of three years.
- 2) **Site Hours of Operation** The Site is available for pickleball use during posted park hours. All courts will remain open for public use except during permitted tournaments and special events or scheduled activities defined in 2b) below.
 - a) From 8 am to Noon
 - i) Open Play hours are from 8 am to Noon for all levels of players. During those hours, players can just show up and get in games. Outside of 8 am to Noon, players may get in games with permission from current players. Courts may not be reserved during these hours.
 - b) From Noon to 6 pm
 - i) PPPA may utilize courts seven through fifteen, as needed, for scheduled PPPA sponsored outreach, education, and training activities.
 - ii) Any unused courts during this time are available for public drop-in use.
 - c) From 8 am to 10 pm
 - i) When all courts are occupied by players, a paddle-up system will be utilized with games played to 11 points win by 2 and then allowing the next set of waiting players

to take the court. Paddle up does not apply to players involved in PPPA scheduled activities in 2b) above or for reserved courts from Noon to 10 pm. The paddle up system will be specified by the PPPA Board of Directors with the approval of PRCS.

- 3) **PPPA Responsibilities** PPPA agrees to utilize the Site consistent with their mission to promote the sport of pickleball through community outreach, education, training, conduct of amateur pickleball competitions, and sponsorship of other pickleball-related special activities.
 - a) PPPA may provide education and training activities to the public, including free introductory lessons, as well as advanced training and skill development for members. Additional community outreach may occur through other pickleball-related special activities (e.g., kids' clinics, retirement center seminars, membership events, partner and sponsor teambuilding activities, and fundraising events).
 - b) Coordinate and submit special event applications to the City's Special Events Office to include payment of appropriate fees.
 - c) PPPA will provide liability insurance coverage for all PPPA-sponsored activities.
- 4) **PPPA Fundraising** PPPA fundraising efforts will support funding needs and priorities mutually identified by the City and PPPA. At a minimum, PPPA will provide PRCS \$750 from the proceeds of each PPPA-hosted or sponsored tournament. PPPA funds may be deposited into a gift trust account dedicated to pickleball court development, maintenance and improvements.
- 5) **City Responsibilities** In support of this partnership, the City agrees to be responsible for the maintenance and operations of the Site.
 - a) The City shall permit all PPPA special events and tournaments at the Site.
 - b) The City shall set and enforce rules and code of conduct, with input from PPPA, for pickleball play at the Site.
- 6) **Indemnification** Each party agrees to be responsible for its own liability incurred because of its participation in this MOU. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this MOU. No provision of this MOU shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.
- 7) **Insurance** The City is a self-insured governmental entity. The City's insurance does not extend to acts and sponsored activities of the PPPA.

- 8) **Cooperative Efforts** This MOU shall be liberally construed to promote continued partnership and harmonious relations between the parties regarding their responsibilities under this MOU. In the event of a dispute between the parties regarding the interpretation of this MOU, or the rights or obligations of the parties in any situation arising from the performance of the obligations or responsibilities under this MOU, the parties shall meet and negotiate in good faith a resolution designed to promote the relationship between the parties.
- 9) **Termination** It is understood and agreed between PPPA and the City that either party may terminate the MOU. Termination shall be valid only after written notice by the terminating party is served upon the other party, at least thirty (30) days prior to the proposed date of termination.
- 10) **Law** This MOU is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation. Court Jurisdiction shall exclusively be in the El Paso County District Court for the Fourth Judicial District of Colorado. The parties shall insure that they and their employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or later amended.
- 11) **Appropriation of Funds** The City has neither committed funds to support this MOU, nor does this MOU create an obligation for the City to appropriate or give priority to budgeting monies for expenditures. In accord with the City Charter, performance of the City's obligations under this MOU, including staff commitment, are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this MOU, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this MOU without compensation to PPPA.
- 12) **Amendment** No amendment or modification of this MOU shall be valid unless expressed in writing and executed by the parties hereto in the same manner as the execution of this MOU.
- 13) **Merger and Integration** - This MOU and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this MOU, and supersede all prior negotiations, agreements and understandings with respect thereto.
- 14) **Assignment** - This MOU may not be assigned without the written approval of the City.

15) Notice

For PPPA:

Joseph Johnson
President, Pikes Peak Pickleball Association
5447 Ansel Drive
Colorado Springs, Co 80923
joejohnson757@yahoo.com
www.pikespeakpickleball.com
1-757-739-6065

For the City:

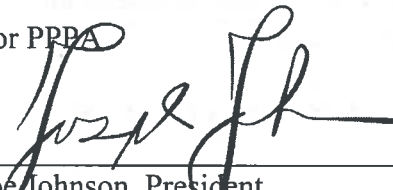
Karen Palus, Director
Parks, Recreation and Cultural Services
1401 Recreation Way
Colorado Springs, CO 80905
karen.palus@coloradosprings.gov
www.ColoradoSprings.gov/parks
1-719-385-5940

All notices so given shall be considered effective when delivered by hand delivery or in writing, as stated above.

- 16) **Third Party Beneficiary** The enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the City and PPPA, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other or third person.


IN WITNESS WHEREOF, the parties have executed this MOU this 21st day of January, 2021.

For PPPA



Joe Johnson, President
Pikes Peak Pickleball Association

For City



Karen Palus, Director
Parks, Recreation and Cultural Services