

**MEMORANDUM OF UNDERSTANDING**

**MANITOU INCLINE FREE RESERVATION SYSTEM**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Manitou Spring, a Colorado home rule municipality (“Manitou Springs”) and the City of Colorado Springs, a Colorado home rule municipality (“Colorado Springs”) (individually a “Party” and collectively the “Parties”).

**WHEREAS**, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203 allow Colorado governments to cooperate or to contract with one another to provide any function, service or facility lawfully authorized to each local government;

**WHEREAS**, the Parties are parties to an Intergovernmental Agreement for the Manitou Incline, dated March 26, 2012 (the “Incline IGA”), which establishes the terms and conditions for opening and operating the Manitou Incline (the “Incline”);

**WHEREAS**, Manitou Springs ordered the closure of the Incline in an effort to reduce health and safety concerns resulting from the COVID-19 pandemic, which included without limitation crowded conditions that would facilitate the transmission of the disease and the risk to Manitou emergency responders in managing emergencies on the Incline during the pandemic;

**WHEREAS**, the Parties desire to cooperate to reopen the Incline in a manner that controls the number of people on the Incline to reduce the health risks to Incline users and the community in general and to reduce other negative effects caused by unrestricted public use of the Incline; and

**WHEREAS**, the Parties, therefore, are entering into this MOU to establish a system to operate the Incline in a manner that best protects the public health, safety, and welfare without overly burdening the resources of Manitou Springs.

**NOW THEREFORE**, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. Free Incline Reservation System (“FIRS”). Colorado Springs shall establish and operate a free reservation system for the Incline as follows:
  - a. Reservations shall be limited to 45 people per 30-minute window, provided that for the initial two weeks of operation of the FIRS, reservations shall be limited to 35 people per 30-minute window.
  - b. Incline access shall be limited to the hours of 6:00 a.m. to 6:00 p.m. (“Reservation Period”).
  - c. The number of people permitted per 30-minute window may be adjusted by the Parties upon their mutual consent depending on the availability of parking spaces at Hiawatha Gardens and Iron Springs Chateau (provided the Iron Springs Chateau implements a parking system acceptable to the Parties). It is the intent of the Parties that

the reservation system limit access to the number of people that can be reasonably served by the available parking at Hiawatha Gardens and the Iron Springs Chateau (provided the Iron Springs Chateau implements a parking system acceptable to the Parties). If these parking spaces become over- or under-utilized, the Parties will cooperate to adjust the Incline reservation availability accordingly.

d. Reservations may be made up to seven (7) days in advance of desired access date. Modifications to this reservation availability period may be made by the Parties upon their mutual consent based on cancellations and user trends.

e. To be permitted access to the Incline, all users must have a reservation and, unless they arrive on foot or by bicycle, provide proof that they parked at Hiawatha Gardens or the Iron Springs Chateau (provided the Iron Springs Chateau implements a parking system acceptable to the Parties).

f. All users must be issued a wristband prior to accessing the Incline and be advised it is mandatory to wear the wristband for the duration of their time on the Incline.

g. Reservations of groups in excess of four (4) people must be coordinated directly through the appropriate Colorado Springs Parks, Recreation and Cultural Services Department offices.

h. Public events in Manitou Springs may require a reduction in the number of people who can access the Incline for the duration of the events. The Parties shall identify such events at least thirty (30) days in advance and the number of available reservations and/or the time period for accessing the Incline shall be reduced accordingly.

2. Management of Incline and FIRS. Colorado Springs shall manage, operate, administer and enforce the FIRS, which shall include without limitation the following features and functions:

a. An online reservation system, which shall include delivery of reservation-related emails that provide a welcome email upon booking the reservation with the Incline rules, recommendations, and directions concerning parking at Hiawatha Gardens or the Iron Springs Chateau (provided the Iron Springs Chateau implements a parking system acceptable to the Parties).

b. A link to Manitou Springs' local city events and other promotions within the emails, as provided by Manitou Springs.

c. The provision of sufficient Incline attendants to efficiently check people in, pass out wristbands, and provide overall guidance and direction.

d. Daily cleaning and maintenance of Incline-related amenities (porta lets and two (2) wash stations), except for Sundays.

3. Data Sharing. Colorado Springs shall provide FIRS user data to include zip codes and other pertinent information with Manitou Springs. Manitou Springs shall provide user data as related to parking lot usage, length of stay and any other pertinent information to Colorado Springs.

4. Enforcement. Enforcement of the Reservation Period shall be provided by Colorado Springs and may include deputy officers under contract to Colorado Springs provided by the El Paso County Sheriff's Office and Incline Attendants provided by Colorado Springs.

Manitou Springs may enforce the access limitations. Colorado Springs authorizes Manitou Springs to issue trespass citations to individuals accessing the Incline without a valid reservation, during hours when the Incline is closed, or otherwise without appropriate authorization.

5. Party Representatives. Decision-making authority of Colorado Springs under this MOU rests with the Mayor. Decision-making authority of Manitou Springs under this MOU may be assumed by its City Council or delegated to staff as it deems appropriate in its sole discretion.

6. Term. Unless the Parties agree otherwise, access to the Incline shall be subject to the terms of this MOU; and the FIRS shall remain in effect until Manitou Springs terminates its COVID-19 emergency declaration restrictions on the Incline.

7. Subject to IGA. This MOU is subject to the terms of the Incline IGA, including without limitation the dispute resolution process, appropriations clause, the remedy for violations, and the termination rights set forth in the Incline IGA; provided that if a dispute cannot be resolved by the staff representatives of the Parties, the dispute shall be escalated to the City Administrator of Manitou Springs and the Chief of Staff of Colorado Springs.

IN WITNESS WHEREOF, the parties have duly executed this MOU, effective the day and year first above written.

**CITY OF MANITOU SPRINGS, COLORADO**

\_\_\_\_\_  
John Graham, Mayor

ATTEST:

\_\_\_\_\_  
Judy Morgan, City Clerk

**CITY OF COLORADO SPRINGS,  
COLORADO**

\_\_\_\_\_  
John Suthers, Mayor

ATTEST:

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\_\_\_\_\_, \_\_\_\_\_