

SEQUIM PICKLERS AND CITY OF SEQUIM: UPDATE 12/3/2019

NOVEMBER 2017

The Sequim City Council voted to approve the contract with the Sequim Picklers with an additional Default Clause added. A default clause states that if either party breaks the terms of the contract, the contract can be terminated by the other party.

DECEMBER 2017

The Sequim Picklers and the City of Sequim signed the "Agreement for Conditional Contribution for Sequim Pickleball Courts" on December 14.

On December 17, per the signed agreement, the Sequim Picklers handed over a check to the City of Sequim for \$217,700.

JULY 2019

On July 8, the Sequim Picklers Board members, along with the newly elected President, met with representatives from the City of Sequim. At that meeting, the City asserted that the vote by the City Council actually referred to a Termination for Convenience clause, making the Agreement signed on December 14 **null and void** due to the omission of that clause. ***A Termination for Convenience clause would give the City the power to end our contract for any reason, including no reason.***

Many conversations, emails and meetings with the club Pro Bono attorney and the City followed, but no headway was made.

OCTOBER 2019

On October 28, the Club received a letter from the Mayor of Sequim stating that the club had 30 days to sign the amended contract or the City would consider us without any agreement with them.

The Club's past President and current President met with an attorney in Port Angeles. The attorney was provided a synopsis of events, along with copies of all correspondence prior to the meeting. His insights were different from ours, in that he was detached and unemotional, which enabled him to see things we hadn't considered. This is the condensed version:

- If the Club does not have a contract with the City, we do not have the privilege of designating club time and/or public time. In a court of law that would be valued at zero dollars (he said a court case would be a minimum of \$25-30,000).
- The Club no longer shoulders the **responsibility** for 75% of the cost of court maintenance (estimated to be \$20-30,000 every 5-6 yrs).
- The Club is now no longer required to hold 2 regional tournaments in the shoulder seasons (September and May).

TO RECAP:

- The Sequim Picklers are released from the requirement of raising \$20-30,000 every 5-6 years for court repairs and maintenance.
- Sequim Picklers could hold tournaments during the warm, dry months.

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The Sequim Picklers Board met to discuss the information garnered from the attorney. They voted to notify the City that they would not be signing the amended agreement. A letter stating this was sent to the City on November 19th 2019.

We encourage all members to continue to conduct themselves as usual. Do you play at 9AM? Keep doing that. Do you play rated play? Keep doing that. We are not only Club Members; we are members of the public. Any rules that apply to the public apply to us. Business as usual.

Members of the Board will be available to field questions at the next members meeting at 2 p.m. December 8, 2019 at the Boys and Girls Club. All Sequim Picklers members are invited to attend.