



## MEMORANDUM OF AGREEMENT (MOA)

### PURPOSE

This Memorandum of Agreement (the “MOA” or “Agreement”) describes the responsibilities and expectations of Town of Mead, a municipal corporation of the State of Colorado (“Mead”) and Town of Berthoud, a municipal corporation of the State of Colorado (“Berthoud”) (together, the “Towns”) with respect to the Towns collaborating and cooperating to provide greater recreational Youth League opportunities for Youth League participants that reside in Mead or Berthoud.

Mead and Berthoud have each entered into a separate memorandum of understanding or similar written agreement with the Carbon Valley Park and Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado (“CVPRD”) related to expanding Youth League opportunities (together, the “CVPRD Agreements”). Nothing in this MOA amends the CVPRD Agreements.

### PROPOSED STRUCTURE

Formation of an ongoing relationship between Mead and Berthoud with the intent of increasing participation, retention, and quality of the Youth League being provided by both entities. As such the Towns will work together to deliver high quality Youth Leagues.

### TERM AND TERMINATION

This Agreement is made by and between the Towns, collectively referred to as “Parties”, or singularly as “Party”.

This Agreement shall commence on the date of mutual execution hereof by the Parties (“Effective Date”) and the initial term of the Agreement shall run through December 31, 2024, subject to automatic annual renewal as set forth below. Annual renewal shall automatically occur on January 1<sup>st</sup> of each successive calendar year conditioned on each Party appropriating sufficient funds to pay for each Party’s respective financial obligations as set forth in this Agreement below. Either Party may terminate this Agreement by providing at least sixty (60) days advance written notice to the other Party of an intent not to renew.

### NONLIABILITY PRIOR TO EFFECTIVE DATE

Neither Party shall be liable to pay or reimburse the other Party for any performance which may have occurred prior to the Effective Date, including but not limited to costs or expenses incurred in finalizing this Agreement.



## INSURANCE PROVISIONS AND CGIA APPLICABILITY

- If games are played at Mead facilities during the term of this Agreement, Mead agrees to name Berthoud as an additional insured on Mead's general liability insurance coverage applicable to Mead facilities.
- If games are played at Berthoud facilities during the term of this Agreement, Berthoud agrees to name Mead as an additional insured on Berthoud's general liability insurance coverage applicable to Berthoud facilities.
- Certificates of Insurance evidencing the coverage described herein shall be forwarded to the Managers of each of the Towns, or their respective designee(s), at each Party's then current mailing address of record.
- The Parties, and their respective officers and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Parties and their respective officers or employees.

## RESPONSIBILITIES AND EXPECTATIONS

### TOWN OF MEAD

- General responsibilities / expectations:
  - Acquire officials/referees for all games located at Mead facilities.
  - Pay officials/referees for all games located at Mead facilities.
  - Collect registration and fees from participants.
  - Require / collect Mead liability waiver form(s) from participants.
  - Form teams.
  - Find all volunteer coaches for Mead teams.
  - Complete all risk management items for all Mead volunteer coaches.
- Facilities:
  - Provide facility space in Mead for all teams registered with Mead.
  - Provide facility space in Mead for teams registered with Berthoud on an as-available basis.
- Equipment:
  - Provide all teams registered with Mead with appropriate equipment.
- Rosters:
  - Mead will provide Berthoud with participant count(s) and rosters.
- Cooperative Marketing efforts:



- Mead agrees to make reasonable efforts to place Mead, Berthoud, and CVPRD logos on all seasonal activity guides, Youth League promotional materials, and additional marketing efforts as they present themselves.

### TOWN OF BERTHOUD

- General responsibilities / expectations:
  - Acquire officials/referees for all games located at Berthoud facilities.
  - Pay officials/referees for all games located at Berthoud facilities.
  - Collect registration and fees from participants.
  - Require / collect Berthoud liability waiver form(s) from participants.
  - Form teams.
  - Find all volunteer coaches for Berthoud teams.
  - Complete all risk management items for all Berthoud volunteer coaches.
- Facilities:
  - Provide facility space in Berthoud for all teams registered with Berthoud.
  - Provide facility space in Berthoud for teams registered with Mead on an as-available basis.
- Equipment:
  - Provide all teams registered with Berthoud with appropriate equipment.
- Rosters:
  - Berthoud will provide Mead with participant count(s) and rosters.
- Cooperative Marketing efforts:
  - Berthoud agrees to make reasonable efforts to place Mead, Berthoud, and CVPRD logos on all seasonal activity guides, Youth League promotional materials, and additional marketing efforts as they present themselves.

### MISCELLANEOUS

A. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

B. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of Mead or Berthoud not performed during the current fiscal year remains subject to annual appropriation, and thus any obligations of the Parties hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.



C. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of Mead and Berthoud in order to bind their respective entities.

D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

E. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

F. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

TOWN OF MEAD

\_\_\_\_\_  
Town Manager

Dated: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Town Clerk

Mailing address:

441 Third Street  
Mead, Colorado  
80542

*[Town of Berthoud signature page follows].*



*[Town of Berthoud signature page to Memorandum of Agreement]*

TOWN OF BERTHOUD

  
Director of Recreation & Culture

Dated: 07/11, 2024