

MEMORANDUM OF UNDERSTANDING
TRI-LAKES LITTLE LEAGUE, COLORADO
AND THE
TOWN OF PALMER LAKE, COLORADO

This Memorandum of Understanding (“MOU”) is made this ____ day of October 2022, by and between the core members of the Tri-Lakes Little League, Colorado (“League”) and Town of Palmer Lake, Colorado (“Town”). The League and Town may be collectively referred to herein as the “Parties”.

BACKGROUND

1. The Town developed and owns the baseball field, Palmer Lake, property.
2. The League is made up of local ball teams who enjoy and regularly use the Palmer Lake ballfield and historically maintains the field.
3. The Town has limited resources and the League is willing to commit to manage and improve the field in exchange for use of the ballfield.

PURPOSE

The purpose of the MOU is to formalize a cooperative relationship between the Parties for the purpose of maintaining the Palmer Lake ballfield, Palmer Lake. Upon any dissatisfaction with the agreed maintenance or a change of League leadership, this arrangement shall be reviewed by the Town of Palmer Lake Parks members for recommendation to the Town Board of Trustees.

LEAGUE RESPONSIBILITY

The Little League board members shall commit to the following for the Palmer Lake ballfield as described:

1. Schedule field reservations;
2. Maintain ballfield;
3. Improve the ballfield, with review and approval by the Parks and, if outside the current field, by the Town Board; and
4. Fundraise to help offset costs to improve and maintain the field.

TOWN RESPONSIBILITY

The Town shall commit to the following as described:

1. Waive any cost for League use for each calendar year that this agreement is in effect; and
2. Allow the League first right for use of the ballfield.

INDEMNIFICATION

The League and the Town, to the extent allowed by law, shall at all times indemnify and hold harmless the other Party against all actions, claims, demands, costs, damages and expenses of any kind which may be brought or made against the other party, or which the League or Town may pay or incur including reasonable attorney's fees, by reason of the negligent performance or failure to perform, any of the obligations and duties of the League or Town, its employees, members or agents, under the provisions of this agreement. Nothing herein shall be construed as a waiver by the Town of any of the immunities, privileges and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

TERMINATION

This agreement may be terminated at any time by either the Town Board of the Town of Palmer Lake and the Little League, of El Paso County, Colorado with a written notice of a minimum of thirty days.

NOTICES

All notices or other communications to the Parties shall either be personally delivered or be sent by email, to the addresses set forth below or to any other address which the Parties may substitute in writing upon provision of such notice as provided herein.

To the League: Attn: Dion Arellano
Little League
dion@syscom1.com

To the Town: Town Administrator / Clerk
Town of Palmer Lake
PO Box 208
Palmer Lake, CO 80133
dawn@palmer-lake.org

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TRI-LAKES LITTLE LEAGUE, COLORADO

By: _____
Dion Arellano

Attest: _____
League Board Member

TOWN OF PALMER LAKE, COLORADO

By: _____
Mayor Bill Bass

Attest: _____
Town Administrator / Clerk