

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM (“MOU”) is entered into on the Effective Date, by and between the Parties on the terms and conditions set forth below for the purpose of planning, raising funds for, designing, constructing, operating, maintaining, repairing, and replacing a multi-use, artificial turf athletic field and amenities to be located on property located generally at the south end of Palmer Lake and currently owned by \_\_\_\_\_, as depicted generally on Exhibit A, referred to as “the Project”.

### 1. Parties

- a. The Palmer Divide Soccer Club, a Colorado \_\_\_\_\_ (“PDSC”)
- b. The Town of Palmer Lake (“the Town”), a Colorado municipal corporation, acting by and through the Palmer Lake Board of Trustees (“BOT”), and when duly authorized by the BOT, the Palmer Lake Parks and Trails Commission (“PLP&TC”)
- c. The PDSC and PLP&TC are referred to collectively referred to as “the Parties”.

2. Effective Date. The MOU shall be effective \_\_\_\_\_, 2024.

### 3. Fund Raising.

- a. The PDSC will contribute funding on the following basis: \_\_\_\_\_
- b. The Town will contribute funding on the following basis: \_\_\_\_\_
- c. The Parties will work cooperatively to research and apply for available grants and other funding for the Project outside the resources of the Parties, including but not limited to:
  - i. Daniels Fund
  - ii. Colorado Youth Soccer field grants
  - iii. Colorado Department of Local Affairs (DOLA) grants
  - iv. Great Outdoors Colorado (GOCO) grants.
  - v. Reservation fees from other sports groups
  - vi. On-field advertisements and sponsorships
  - vii. Concession sales

### 4. Designing

- a. The Parties will retain the services of a professional experienced in the design of multi-use artificial turf athletics fields.
- b. The Parties will work with such professional to develop a timeline for the design and construction of the Project.
- c. Field survey

### 5. Construction

- a. Draft improvement Agreement between the Parties, working with Town staff

- i. Responsibilities of PDSC under the Improvement Agreement
    - ii. Responsibilities of PLP&TC under the Improvement Agreement
  - b. Construction of fence along north side of field
6. Operation and scheduling
  - a. The Parties will work with Town staff to develop a scheduling program that will utilize the planned scheduling program and reservation system for all Town facilities.
  - b. The Parties will agree on a date by which all scheduling for an upcoming athletic season will be set.
  - c. PDSC will have first priority for use of the field to schedule its practices and games at no charge.
  - d. Once the PDSC has scheduled its practices and games for the season, the schedule would be open for other clubs or groups who be charged fees for the use of the field, with the Parties to agree on the appropriate charges or fees for such use.
  - e. All users scheduled users of the field shall have appropriate insurance in place as determined by agreement of the Parties.
7. Concessions
  - a. Concession facilities contemplated
  - b. Agreement as to funding, design, construction
  - c. Maintenance, repair and replacement covered in agreements addressing maintenance, repair and replacement of the field
  - d. Operation
  - e. Expenditures of funds generated – do these go toward operation, maintenance, repair, replacement of the field or to the organization that operates the concessions?
8. Maintenance
  - a. Maintenance agreement to be negotiated between the Parties prior to commencement of the use of the field.
    - i. Maintenance to be provided by paid PDSC staff member.  
Maintenance shall include: \_\_\_\_\_ (clean up, trash removal, striping, goal maintenance, other structural maintenance?)
    - ii. Maintenance obligations of PLP&TC
    - iii. Funding for outside maintenance
9. Repair
  - a. Repair obligations to be negotiated between the Parties prior to commencement of the use of the field.
    - i. Repair obligations of PDSC
    - ii. Repair obligations of PLP&TC
    - iii. Funding for repairs that cannot be accomplished by Parties
10. Replacement

- a. Parties anticipate the field will need to be replaced in approximately 15 years
- b. Replacement agreement to be negotiated between the Parties prior to commencement of the use of the field.
  - i. Replacement obligations of PDSC
  - ii. Replacement obligations of PLP&TC
  - iii. Funding for replacement
  - iv. Funding for removal of the field and improvements if the Parties elect not to replace in order to restore the property

#### 11. Miscellaneous Provisions

- a. Representation of PLP&T on PLSC Board
- b. Contacts:
  - i. For PDSC: \_\_\_\_\_
  - ii. For PLP&TC: \_\_\_\_\_
- c. Financial obligations of the Town subject to annual appropriations
- d. Colorado Governmental Immunity Act

#### Exhibits:

Exhibit A: General depiction of proposed multi-use athletic field