

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 59-R-2023**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF MEAD AND CARBON VALLEY PARK AND RECREATION DISTRICT
REGARDING COLLABORATION TO PROVIDE GREATER YOUTH LEAGUE
OPPORTUNITIES FOR BOTH ENTITIES**

WHEREAS, the Town of Mead (“Town”) and the Carbon Valley Park and Recreation District (“CVPRD”), as Colorado public entities, are empowered pursuant to Article XIV, §18 of the Colorado Constitution and C.R.S. §§ 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Town and CVPRD desire to enter into an agreement to provide greater youth league opportunities for both entities; and

WHEREAS, the Town Board of Trustees finds it is in the best interest of the public health, safety and welfare to approve the Memorandum of Understanding between the Town and CVPRD, in substantially the form attached to this Resolution as **Exhibit 1** (the “Agreement”); and

WHEREAS, CVPRD approved the Agreement on August 14, 2023; and

WHEREAS, the Board of Trustees desires to approve the Agreement and delegate authority to the Mayor or Town Manager to execute the Agreement on behalf of the Town,

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The foregoing recitals and findings are incorporated herein as findings and conclusions of the Board of Trustees.

Section 2. The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached hereto; (b) authorizes the Town Attorney, in cooperation with the Town Manager, to negotiate revisions to the Agreement that benefit and protect the Town and do not increase the Town’s financial obligations; and (c) authorizes the Mayor or the Town Manager to execute the Agreement on behalf of the Town when in final form. The Board of Trustees further authorizes the Mayor or Town Manager to execute any written amendment(s) to the Agreement that extend the term of the Agreement, provided that the Board of Trustees has approved an annual Town budget with funding sufficient to meet the Town’s financial obligations set forth in the Agreement, if any.

Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Section 4. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 28TH DAY OF AUGUST, 2023.

ATTEST:

By: 
Mary E. Strutt, MME



TOWN OF MEAD:

By: 
Colleen G. Whitlow, Mayor

EXHIBIT 1
MEMORANDUM OF UNDERSTANDING
(CVPRD)

[see attached document]



MEMORANDUM OF UNDERSTANDING (MOU)

PURPOSE

This Memorandum of Understanding (the "MOU" or "Agreement") describes the responsibilities and expectations of Town of Mead and Carbon Valley Parks and Recreation District with respect to Town of Mead and CVPRD collaborating and cooperating to provide greater recreational Youth League opportunities for families in both entities. The main purpose of this MOU relationship is to service, grow, and improve Youth League opportunities in the areas served by both entities.

PROPOSED STRUCTURE

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

TERM AND TERMINATION

This Agreement is made by and between Carbon Valley Parks & Recreation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("CVPRD" or "District"), and the Town of Mead, a municipal corporation of the State of Colorado ("Town" or "Town of Mead"); 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, 2023, subject to automatic annual renewal as set forth below. Annual renewal shall automatically occur on January 1st 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.

DISTRICT MOU PROVISIONS APPLICABLE TO OTHER GOVERNMENTAL AGENCIES:

- If games are played at Town facilities during the term of this Agreement, CVPRD agrees to name the Town as an additional insured on the CVPRD's general liability insurance coverage applicable to the Town facilities.
- If games are played at CVPRD facilities during the term of this Agreement, the Town agrees to name CVPRD as an additional insured on the Town's general liability insurance coverage applicable to CVPRD facilities.
- Certificates of Insurance evidencing the coverage described herein shall be forwarded to CVPRD's Program Manager or the Town Manager, as applicable, 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

- List responsibilities and expectations below
 - Acquire officials/referees for all games located at Town facilities.
 - Pay officials/referees for all games located at Town facilities.
 - Collect registration and fees from participants.
 - Town Liability Waiver from participants.
 - Form teams
 - Find all volunteer coaches for teams.
 - Complete all risk management items for all volunteer coaches.
 - Enter all volunteer coach information in CVPRD "Team Sideline" website (or its equivalent, as directed by the District).
- Facility and Location:
 - Provide facility space in Town of Mead for all teams registered with Town of Mead.
 - Provide facility space for both CVPRD and Town of Mead teams for games on Saturday unless games are hosted exclusively at CVPRD facilities.
- Equipment:
 - Provide all team registered with the Town of Mead with appropriate equipment.
- Fees:
 - A per player fee/team fee will be paid to CVPRD for all participants only if games are hosted exclusively at CVPRD facilities. For participants that have games scheduled at both Town and CVPRD facilities, no fee will be due.
 - Will provide CVPRD with an accurate participation count and rosters.
- Place District logo on all seasonal District Activities Guide, Website, Promotional Flyers,



and additional marketing efforts as they present themselves.

CARBON VALLEY PARKS AND RECREATION DISTRICT (CVPRD):

- List responsibilities and expectations below
 - Acquire officials/referees for all games located at CVPRD facilities.
 - Pay officials/referees for all games located at CVPRD facilities.
 - Collect registration and fees from participants.
 - District Liability Waiver from participants.
 - Form teams
 - Find all volunteer coaches for teams.
 - Complete all risk management items for all volunteer coaches.
 - Complete the game schedule in "Team Sideline" website or its equivalent.

- Facility and Location:
 - Provide facility space for all CVPRD teams registered with CVPRD.
 - Provide facility space for both CVPRD and Town of Mead teams for games on Saturday.
- Equipment:
 - Provide all teams registered with CVPRD with appropriate equipment.
 - Provide scoreboard for games on Saturdays.
- Fees:
 - CVPRD will invoice the Town of Mead a per player/team fee for all participants only if games are hosted exclusively at CVPRD facilities. For participants that have games scheduled at both Town and CVPRD facilities, no fee will be invoiced to the Town.

- Place Town of Mead logo on all seasonal District Activities Guide, Website, Promotional Flyers, 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 the Town or District 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 the Town of Mead and the District 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.



TOWN OF MEAD

Signature: Colleen Whitlow
Date: August 28, 2023
Name: Colleen G. Whitlow
Title: Mayor
Address: 444 Third St. Mead, CO 80542
Phone: 970-535-4477
Email: cwhitlow@townofmead.org

CARBON VALLEY PARKS & RECREATION DISTRICT:

Signature: Dean Rummel
Date: 8/14/2023
Name: Dean Rummel
Title: Executive Director
Address: 701 5th Street, Frederick, CO 80530
Phone: (720) 728-8440
Email: drummel@cvprd.com