

TOWN OF PALMER LAKE, COLORADO

RESOLUTION NO. 31-2022

**A RESOLUTION TO AUTHORIZE SIGNING MEMO OF UNDERSTANDING WITH
THE PALMER LAKE FIRE PROTECTIVE ASSOCIATION, PALMER LAKE,
COLORADO**

WHEREAS, the Board of Trustees of the Town of Palmer Lake, Colorado, pursuant to Colorado statute and the Town of Palmer Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Palmer Lake, Colorado; and

WHEREAS, the Town Board of Trustees has authority over agreements for the Town; and

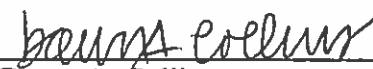
WHEREAS, the Town staff supports use of property as described in the enclosed exhibit.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE, COLORADO AS FOLLOWS:

1. The Town Board of Trustees hereby authorizes signature to the Memo of Understanding with the Palmer Lake Fire Protective Association for property use as described in the attached exhibit.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
3. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, RESOLVED, AND PASSED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF PALMER LAKE ON THIS 26th DAY OF MAY 2022.

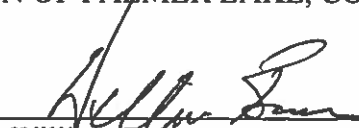
ATTEST:



Dawn A. Collins
Town Administrator/Clerk

TOWN OF PALMER LAKE, COLORADO

BY:



William Bass
Mayor

MEMORANDUM OF UNDERSTANDING

PALMER LAKE FIRE DEPARTMENT PROTECTIVE ASSOCIATION, COLORADO, AND THE TOWN OF PALMER LAKE, COLORADO

This Memorandum of Understanding (“MOU”) is made this ____ day of May, 2022, by and between the members of the Palmer Lake Fire Department Protective Association, Colorado (“Association”) and Town of Palmer Lake, Colorado (“Town”). The Association and Town may be collectively referred to herein as the “Parties.”

PURPOSE

The purpose of the MOU is to formalize a cooperative relationship between the Parties for the purpose of use of property in Palmer Lake. Upon any dissatisfaction with the agreed maintenance or a change of Association leadership, this arrangement shall be reviewed by the Town of Palmer Lake staff for recommendation to the Town Board of Trustees.

ASSOCIATION RESPONSIBILITY

The Association agrees to allow Town use of the property described as **LOTS 24, 25 & 26 INC BLK C PALMER LAKE AMD FIL**, parcel 7105309035 of approximately 8625 square feet without maintenance or liability to said property.

TOWN RESPONSIBILITY

The Town agrees to waive fees for the Association to utilize Town Hall each calendar for scheduled events. This does not waive the process to review special events by Town staff and approval by the Board of Trustees, with the exclusion of the damage deposit.

INDEMNIFICATION

The Association 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 Association 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 Association 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 Association President of the Palmer Lake Fire Department Protective Association, Palmer Lake, Colorado with a written notice 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 Association: Attn: President
Palmer Lake Fire Department Protective Association
PO Box 1491
Palmer Lake CO 80133
calvinpickup96@gmail.com

To the Town: Attn: 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.

PALMER LAKE FIRE DEPARTMENT PROTECTIVE ASSOCIATION, COLORADO

By: _____
President

Attest: _____
Association Member

TOWN OF PALMER LAKE, COLORADO

By:  _____
Mayor Bill Bass

Attest: _____
Town Administrator / Clerk