

**TOWN OF PALMER LAKE, COLORADO**

**RESOLUTION NO. 46-2022**

**A RESOLUTION TO AUTHORIZE SIGNING MEMO OF UNDERSTANDING WITH  
THE TRI-LAKES LITTLE LEAGUE, 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

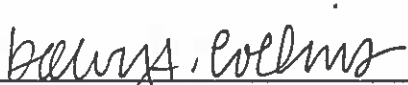
**WHEREAS**, the Town staff supports use of the ballfield property as described in the enclosed exhibit.

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

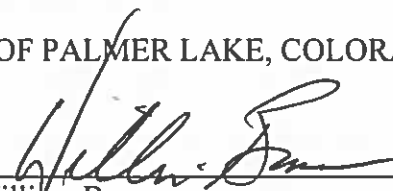
1. The Town Board of Trustees hereby authorizes signature to the Memo of Understanding with the Tri-lakes Little League for use of the ballfield property as described in the attached exhibit.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to 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 Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.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 27th DAY OF OCTOBER 2022.**

ATTEST:

  
\_\_\_\_\_  
Dawn A. Collins  
Town Administrator/Clerk

TOWN OF PALMER LAKE, COLORADO

BY:   
\_\_\_\_\_  
William Bass  
Mayor

**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](mailto:dion@syscom1.com)

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