

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 16
SERIES 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEADVILLE
APPROVING AN EQUIPMENT USE AGREEMENT BETWEEN THE CITY AND
COLORADO MOUNTAIN COLLEGE DISTRICT**

WHEREAS, the City of Leadville, Colorado (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, Colorado Mountain College District (“CMC”) and the City are government entities authorized to enter into intergovernmental agreements pursuant to C.R.S. §29-1-203 to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, the City operates, equips and maintains the Leadville-Lake County Fire Rescue (“LLCFR”), which provides fire protection and rescue services to the City and Lake County; and

WHEREAS, CMC operates a fire academy certification program preparing students with fundamental skills to pursue fire service positions (“Training Program”); and

WHEREAS, CMC desires to use a self-contained breathing apparatus owned by the City and LLCFR (“Equipment”) for its Training Program; and

WHEREAS, the City Council desires to permit CMC’s use of the Equipment in accordance with the terms and conditions of an equipment use agreement, attached hereto as **Exhibit 1** (“Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado as follows:

Section 1. The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

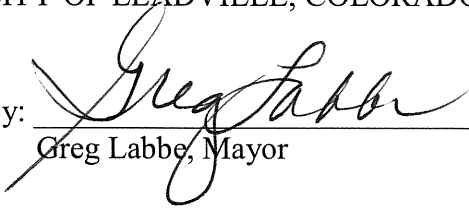
Section 2. The City Council hereby: (a) approves the Equipment Use Agreement in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the Fire Chief, in consultation with the City Attorney, to make any non-substantive changes to the Agreement that do not increase the financial obligations of the City; (c) authorizes the Fire Chief to execute the Agreement on behalf of the City, following the review and approval as to form by the City Attorney; and (d) authorizes the Fire Chief to renew or extend the term of the Agreement in

accordance with the terms of the Agreement as long as such renewal or extension does not increase the financial obligations of the City.

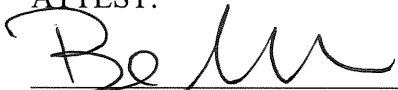
Section 3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 4. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

CITY OF LEADVILLE, COLORADO

By: 
Greg Labbe, Mayor

ATTEST:


Deputy City Clerk

ADOPTED by a vote of 5 in favor and 0 against, and 0 abstaining, this 17th day of September, 2019.

EXHIBIT 1
EQUIPMENT USE AGREEMENT

(see attached document)

EQUIPMENT USE AGREEMENT

Equipment: Self-Contained Breathing Apparatus

THIS EQUIPMENT USE AGREEMENT (“Agreement”) is made and entered into by and between the City of Leadville, a municipal corporation of the State of Colorado, with an address of 800 Harrison Avenue, Leadville, Colorado 80461 (the “City”), by and through the Leadville-Lake County Fire Rescue (“LLCFR”), and Colorado Mountain College District, a local district college (“CMC”) (each individually a “party” and collectively the “parties”).

BACKGROUND

- A. LLCFR is a fire department providing fire protection and rescue services for the City of Leadville and Lake County.
- B. CMC operates a fire academy certification program preparing students with fundamental skills to pursue fire service positions.
- C. CMC has the need for the use of certain equipment, which LLCFR owns and is willing to let CMC use for student training purposes pursuant to the terms and conditions of this Agreement.

AGREEMENT

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Scope of Use; CMC Responsibilities.
 - (a) CMC may use the self-contained breathing apparatus bottle fill trailer with compressor owned by LLCFR (the “Equipment”) for the purpose of filling its bottles at the training site location in Dotsero, Colorado.
 - (b) CMC’s instructors shall have control over the Equipment and shall be responsible for all servicing and maintenance of the Equipment according to the manufacturer’s specifications and shall be responsible for any damages to the Equipment arising from CMC’s use of the Equipment.
 - (c) The Equipment is provided to CMC for use in an “as-is” manner, and the City makes no warranties of any kind related to its fitness for any particular use. The Equipment shall be maintained by CMC in clean and good working order and repair during the term of this Agreement. In the event the Equipment is lost or damaged beyond repair, the City shall be under no obligation to repair and/or replace the Equipment for CMC’s use. CMC shall keep the Equipment free and clear of any liens or other encumbrances and shall not permit any act where the City’s title or rights may be negatively affected. CMC shall be responsible for complying with and conforming to

the Americans with Disabilities Act; and, with all rules, regulations and orders issued thereunder; and FERPA.

- (c) Assignment. Neither party to this Agreement may assign any portion of this agreement without the prior written consent of the other party.
- (d) No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the either party shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- (e) Integration. This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications.
- (f) Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the City:

If to CMC:

Leadville-Lake County Fire Rescue Attn: Fire Chief 800 Harrison Avenue Leadville, Colorado 80461	Colorado Mountain College Attn: Claire Van der Plas 901 South Highway 24 Leadville, CO 80461
With Copy to: Leadville City Attorney Michow Cox & McAskin LLP 6530 S. Yosemite Street, Suite 200 Greenwood Village, Colorado 80111	With Copy to:

- (g) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- (h) Modification. This Agreement may only be modified upon written agreement signed by the parties.
- (i) Governmental Immunity. The City and CMC 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 (“CGIA”), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-

24-73-101, et seq., relating to third-party services providers.

- (r) Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Leadville and CMC and bind their respective entities.
- (s) 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.

COLORADO MOUNTAIN COLLEGE

**CITY OF LEADVILLE:
Leadville-Lake County Fire Rescue
("LLCFR")**

DISTRICT:

By: _____
Printed name: _____
Title: _____
Date: _____

By: David L. Bailey
Printed name: David L. Bailey
Title: Fire Chief
Date: 9.19.19

ATTEST:

ATTEST:

By: _____
Printed name: _____
Title: _____

By: _____
Printed name: _____
Title: _____

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COLORADO MOUNTAIN COLLEGE

**CITY OF LEADVILLE:
Leadville-Lake County Fire Rescue
("LLCFR")**

DISTRICT:

By: Julie S. Hanson
Printed **Julie Hanson**
Title: **Purchasing and Contracts Director**
Date: 9-24-19

By: David L. Bailey
Printed name: David L. Bailey
Title: Fire Chief
Date: 9.19.19

ATTEST:

ATTEST:

By: N/A
Printed name: _____
Title: _____

By: _____
Printed name: _____
Title: _____