

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 28
SERIES OF 2021**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE CITY OF LEADVILLE AND THE ST. VINCENT GENERAL
HOSPITAL 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, St. Vincent General Hospital District (“St. Vincent”) 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 a fire department known as the Leadville-Lake County Fire Rescue Department (“Fire Department”) that provides fire protection and emergency services to the City and to Lake County (“Service Area”) pursuant to that certain Intergovernmental Agreement By and Between the City of Leadville and the Board of County Commissioners of Lake County, Colorado recorded in the records of the Lake County Clerk and Recorder at Reception No. 365022; and

WHEREAS, St. Vincent operates a paramedic ambulance service that also serves the Service Area; and

WHEREAS, the Fire Department and St. Vincent often work together to provide emergency medical services (“Services”) and ensure that patients have the greatest chances of surviving an emergency; and

WHEREAS, the Fire Department and St. Vincent desire to enter an intergovernmental agreement (“Agreement”), attached hereto as **Exhibit 1**, for the purpose of setting forth the terms and conditions of their cooperation to provide Services to the Service Area; and

WHEREAS, the City Council finds that it is in the best interest of the public health and welfare to approve the Agreement and authorize the Mayor to execute such Agreement on behalf of the City.

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

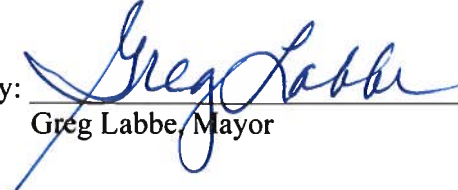
Section 1. The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

Section 2. The City Council hereby: (a) approves the Intergovernmental Agreement By and Between the City of Leadville, Colorado, and the St. Vincent General Hospital District (“Agreement”) in substantially the form attached to this Resolution as **Exhibit 1**; (b) authorizes the City Attorney to make any non-substantive changes to the Agreement that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

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 7 in favor and 0 against, and 0 abstaining, this 5th day of October, 2021.

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
LEADVILLE, COLORADO, AND THE ST. VINCENT GENERAL HOSPITAL
DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into between the CITY OF LEADVILLE, COLORADO, a Colorado municipal corporation with offices at 800 Harrison Avenue, Leadville, Colorado 80461 (hereinafter referred to as "City") and ST. VINCENT GENERAL HOSPITAL DISTRICT, a Colorado special district and quasi-municipal corporation with offices at 822 W. Fourth Street, Leadville, CO 80461 (“St. Vincent”) (each individually a “Party” and collectively the “Parties”). This Agreement shall be effective upon the date of its mutual execution by the Parties (the “Effective Date”).

RECITALS

WHEREAS, the City and St. Vincent, as Colorado governmental 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 City is authorized to establish and maintain a fire department pursuant to C.R.S. § 31-15-601(1); and

WHEREAS, the City operates a fire department known as the Leadville-Lake County Fire Rescue Department (“Fire Department”) that provides fire protection and emergency services to the City and to the County of Lake (“Service Area”) pursuant to that certain Intergovernmental Agreement By and Between the City of Leadville and the Board of County Commissioners of Lake County, Colorado (“County”) recorded in the records of the Lake County Clerk and Recorder at Reception No. 365022; and

WHEREAS, St. Vincent operates a paramedic ambulance service that also serves the Service Area; and

WHEREAS, the Fire Department and St. Vincent often work together to provide emergency medical services (“Services”) and ensure that patients have the greatest chances of surviving an emergency; and

WHEREAS, St. Vincent may employ certain individuals in the performance of its authorized functions and duties, which individuals may also be separately employed by the City in the performance of its authorized functions and duties; and

WHEREAS, notwithstanding the occasional overlap between individuals who may, of their own accord, have secured employment with both St. Vincent and the City, and the fact that St. Vincent and the City may collaborate in the provision of Services pursuant to the terms of this Agreement, the Parties intend to maintain their status as separate and distinct entities acting entirely independently of each other with respect to the employment, direction, and control of such individuals, and therefore the Parties do not intend and shall not be construed as joint employers of their respective employees pursuant to 29 C.F.R. Part 791; and

WHEREAS, the Fire Department and St. Vincent desire to enter into this Agreement for the purpose of setting forth the terms and conditions of the Parties' cooperation to provide Services to the Service Area.

NOW THEREFORE, IT IS AGREED THAT the purposes, powers, rights, obligations, and the responsibilities of the contracting Parties are as follows:

- 1.0 **RECITALS.** The foregoing recitals are incorporated herein by this reference as if fully set forth below.
- 2.0 **PURPOSE.** The Parties desire to enter into an agreement to set forth the terms and conditions under which the Parties will cooperatively respond to emergencies and share equipment and facilities within the Service Area.
- 3.0 **TERM.** This Agreement shall be in effect from the Effective Date and continue until termination by one or both of the Parties pursuant to this Agreement.
- 4.0 **DEFINITIONS.**
 - 4.1 "Ambulance Director" shall mean the ambulance services director of St. Vincent.
 - 4.2 "Employee Benefits" means claims for wages under the Fair Labor Standards Act ("FLSA"), leave under the Family Medical Leave Act ("FMLA"), and any and all other protections for employees as provided by federal, state, and local law and related regulations.
 - 4.3 "EMS" means emergency medical services.
 - 4.4 "EMT" means emergency medical technician.
 - 4.5 "Fire Station 2" means the fire station located at 141 County Road 10, Leadville, CO 80461.
 - 4.6 "Hospital" means St. Vincent Hospital located at 822 W 4th Street, Leadville, CO 80461.
 - 4.7 "Medical Director" shall have the same definition as set forth in 6 CCR 1015-3, as may be amended from time to time.
- 5.0 **FIRE STATION 2.**
 - 5.1 Secondary Ambulance. St. Vincent's secondary ambulance will be housed at Fire Station 2 as operations and call volume demand. Nothing in this paragraph is intended to require St. Vincent to house its secondary ambulance at Fire Station 2 if the ambulance is needed elsewhere.
 - 5.2 Response Time. Per St. Vincent's EMS policy, the target response time for the secondary ambulance to respond to the Hospital from Fire Station 2 for a non-emergency call shall not exceed twenty (20) minutes. The secondary ambulance may

also respond to emergency calls directly from Fire Station 2 or from the Hospital, if the secondary ambulance is at the Hospital at the time of such emergency call, as needed and as staffing availability permits.

- 5.3 On-Call Duty/Shared Rooms. At any one time a St. Vincent employee may be assigned to Fire Station 2 to complete a shift on call, according to the overall direction of St. Vincent for staffing. Two rooms shall be available at Fire Station 2 for personnel providing Services at all times. These rooms shall be furnished such that St. Vincent personnel have a private place to sleep during their shifts.
- 5.4 Property Damage. St. Vincent shall use and occupy Fire Station 2 in a safe and careful manner and shall comply with all applicable City, state, and federal laws, and rules and regulations of the City. St. Vincent shall be solely responsible for all acts and omissions related to St. Vincent's use of Fire Station 2. St. Vincent shall promptly repair any and all damage caused to Fire Station 2 arising solely from its actions or omissions or, as appropriate, shall promptly replace all damaged items caused by St. Vincent employees. Repairs, replacements and any contractor performing such repair or replacement shall be subject to the City's approval. St. Vincent shall be responsible for any permits required to complete the repair or replacement work; provided, however, that any City permit shall not be unreasonably delayed or withheld for such purpose. If St. Vincent does not repair or replace items within sixty (60) days of request, or if the City does not approve of the repairs or replacements, the City may repair the damage or replace the items and provide an invoice to St. Vincent for the City's cost of the repair or replacement. St. Vincent shall pay the invoice within thirty (30) days of receipt. Normal wear and tear arising from St. Vincent's use of Fire Station 2 shall not require repair or replacement and is expressly excepted from this Section.
- 5.5 No Supervision. The Fire Department shall not supervise or control to a substantial degree the work schedule or conditions of employment of personnel who are serving at Fire Station 2 in their capacity as St. Vincent employees.

6.0 PERSONNEL.

- 6.1 Fire Department Assistance to St. Vincent. The Parties agree that St. Vincent may request that Fire Department personnel accompany St. Vincent personnel when responding to an emergency call. Assistance by the Fire Department may consist of operating St. Vincent ambulances or assisting as otherwise requested. Fire Department employees shall be allowed to drive a St. Vincent ambulance as long as such employees have met the standards and criteria set by St. Vincent for ambulance drivers. The Parties agree to cooperate in ensuring that any Fire Department or St. Vincent employee authorized to drive an ambulance has met the appropriate standards and criteria, as mutually agreed upon by the Parties. The Fire Department and St. Vincent may coordinate to allow Fire Department personnel who are not Dual Employees, as defined below, to complete ride along shifts, the duration and frequency of which shall be agreed upon by St. Vincent and the Fire Department,

with St. Vincent personnel for the purpose of staying up-to-date on St. Vincent operating procedures.

- 6.2 **St. Vincent Assistance to Fire Department.** The Parties agree that the Fire Department may request that St. Vincent personnel who are also certified as firefighters assist the Fire Department when responding to an emergency call. Such St. Vincent personnel may provide assistance for fire emergencies as resources and circumstances allow. Any conflict involving circumstances involving a request for St. Vincent personnel to assist with Fire Department operations is to be referred to the Ambulance Director, who shall retain sole discretion to resolve such conflict.
- 6.3 **Training.** All Fire Department personnel assisting St. Vincent and all St. Vincent personnel, as applicable, shall meet the training, certification, and continuing education requirements and standards set by the Colorado Department of Public Health and Environment (“CDPHE”). The Fire Department and St. Vincent will coordinate to create a list of classes that meet the CDPHE standards. Each Party will publish its class schedule to the other Party’s employees. The Fire Department is available to train St. Vincent personnel interested in becoming Red Card certified, which is the minimal standard for wildfire response and certification through the National Wildland Coordinating Group. The Fire Department is available to provide annual recertification of such St. Vincent personnel who become Red Card certified through training with the Fire Department.
- 6.4 **Employees of Each Party.** The Parties understand and agree that individuals may, of their own accord, secure employment with the Fire Department and separately with St. Vincent (“Dual Employees”).
 - 6.4.1 **Mutual Assistance.** Fire Department personnel assisting St. Vincent’s Ambulance Service shall provide such assistance as City Fire Department employees and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with St. Vincent. Likewise, St. Vincent personnel working in conjunction with or providing assistance to Fire Department personnel shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City.
 - 6.4.2 **Policies and Procedures.** Any Dual Employees shall follow and be governed by all policies and procedures of the entity compensating them for service as either a Fire Department employee or a St. Vincent employee, as applicable, and shall not be subject to the supervision or control of the other Party during the time in which they are providing services for or on behalf of the compensating Party.
 - 6.4.3 **Shifts.** The Fire Department and St. Vincent agree that, for any individual who is a Dual Employee, that individual may not overlap shifts such that

the individual is completing a shift or portion thereof for St. Vincent and the Fire Department at the same time. Each Party agrees to inform its employees of this policy.

6.4.4 Assistance to Other Entities. This Agreement does not preclude the Fire Department from assisting other ambulance services or receiving assistance from other ambulance services. Nor does it prevent St. Vincent from assisting or receiving assistance from other entities and their EMTs.

6.4.5 No Control or Direction of Performance. This Agreement shall not be interpreted as the either Party dictating, controlling, or directing the other Party's performance or the time of performance beyond a range of mutually agreeable work hours, but shall be interpreted as each Party's offer and the other Party's acceptance of terms and conditions for performance. Neither Party's business operations shall be combined with the other Party's by virtue of this Agreement. The Parties acknowledge that Fire Department EMTs/Paramedics and St. Vincent personnel may be required to take directions from personnel of the other Party, as applicable, solely for the purpose of providing assistance in a safe, effective manner when one Party is assisting the other in response to an emergency call. Any provisions in this Agreement that appear to grant either Party the right to direct or control the other Party shall be construed as each Party cooperating with the other to respond to emergencies.

6.4.6 Hiring and Firing Decisions. Furthermore, neither Party shall have the authority to make hiring, disciplinary or firing decisions, or rate of pay decisions, on behalf of the other Party in relation to the other Party's employees. Any complaint about the other Party's personnel performing services pursuant to this Agreement shall be submitted to the Fire Chief if related to a Fire Department employee and to the Ambulance Director if related to a St. Vincent employee, both of whom shall retain sole authority for any action taken related to such complaint.

6.5 Liability for Employment-Related Rights and Compensation. Each Party shall be solely responsible for all compensation, benefits, insurance and employment-related rights of the personnel serving in the capacity as that Party's employees during the course of or arising or accruing as a result of any employment, whether past or present, with the City or St. Vincent, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Each Party will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to their own employees, including, without limitation, federal and state laws governing wages and overtime, workers' compensation, equal employment opportunity and non-discrimination, safety and health, employees' citizenship, withholdings, reports and record keeping.

EACH PARTY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS IT OR SOME ENTITY OTHER THAN THE OTHER PARTY PROVIDES SUCH BENEFITS. EACH PARTY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE OTHER PARTY. EACH PARTY ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT FOR ITS OWN EMPLOYEES.

7.0 PROTOCOLS AND SUPPLIES.

7.1 Protocols. All advanced life support and basic life support protocols shall be created by the Ambulance Director and approved by the Medical Director.

7.2 Supplies. St. Vincent shall supply the Fire Department with disposable items the Fire Department needs to assist with medically related calls to assist with the Services at no cost to the Fire Department. The Fire Department employees may obtain such supplies at the Hospital as needed in coordination with EMS Team at Hospital. When obtaining supplies from the Hospital, Fire Department employees shall not enter any prohibited areas, including prohibited areas designated by red tape at the Hospital or as otherwise indicated by St. Vincent employees. Each time Fire Department employees obtain supplies from the Hospital, Fire Department employees shall complete an inventory sheet showing the type and quantity of supplies taken. A St. Vincent employee shall sign the inventory sheet, and the Fire Department will provide a copy of the inventory sheet to the appropriate St. Vincent employee for St. Vincent's records.

7.3 Medical Bags. The Parties agree that ambulances and medical bags will be stocked with a uniform set of supplies to ensure consistency in provision of the Services.

8.0 MEDICAL DIRECTION.

The Parties agree that it is in both Parties' best interest to contract with the same entity for medical direction. The Parties therefore each agree to contract with and operate under the direction of a Medical Director that the Parties have mutually agreed upon. The Parties agree to confirm that the Medical Director is willing to be, meets the requirements of and is qualified to be the Medical Director for the Parties. If one person cannot fill this obligation as Medical Director for both Parties, two individual Medical Directors may be selected. The Parties understand and agree that, if they each have a different Medical Director, the intent of the Parties is to ensure the two Medical Directors coordinate efforts.

9.0 REPORTING.

The Parties currently use different records management systems and software. The Parties agree that it is their intent to coordinate to research and decide on a common records system

for the purpose of continuity in reporting when financially feasible for both Parties in the future. Notwithstanding this Paragraph 9.0, each Party will be solely responsible for maintaining records regarding work performed by employees for that Party and other records required pursuant to the FLSA.

The Parties understand and agree that if the Parties agree to use the same records management system in the future, the intent is that each Party will bear half of the costs associated with such records management system. The Parties understand that any such future agreement shall be set forth in a separate writing and must be agreed to, authorized, and signed by the appropriate representatives of both Parties.

10.0 REVENUE SHARING AND JOINT FUNDING ACTIVITIES.

10.1 Wildland Fire Deployments. The Fire Department receives contracts through Pueblo Dispatch Agency to deploy on national wildfire deployments. The Fire Department receives payment for each wildfire deployment it assists with. St. Vincent may allow the Fire Department to use and operate certain of its ambulances approved in advance of deployment for such wildfire deployments. In consideration for the use of a St. Vincent ambulance for wildfire deployments, for each deployment during which the Fire Department uses a St. Vincent ambulance, the Fire Department agrees to pay St. Vincent fifty percent (50%) of the equipment rate set forth in the Fire Department's contract for that deployment.

10.2 Grant Funding. The Parties agree that it is their intent, when possible, to coordinate to obtain grant funding for major projects and expenses.

11.0 INSURANCE.

11.1 Insurance Coverage and Liability. The Fire Department and St. Vincent shall each be responsible for providing appropriate insurance coverage for its own employees except as otherwise provided in this paragraph 11.1. St. Vincent shall be liable for any injuries sustained during the operation and driving of the ambulance as provided for under and subject to the law of the State of Colorado regardless of whether the driver of the ambulance is a Fire Department employee or a St. Vincent employee. Ambulances are covered vehicles under St. Vincent's automobile insurance policy. Fire Department employees shall be covered parties under St. Vincent's automobile insurance policy when they operate St. Vincent ambulances at the request and with the permission of St. Vincent. All Fire Department personnel who operate St. Vincent ambulances shall be listed on St. Vincent's insurance as insured drivers for each ambulance. Workers' compensation claims will be handled using the workers' compensation insurance of the employing Party, regardless of whether the employee is performing services for the other Party during the time of injury. Dual Employees will be provided with workers' compensation insurance for any claim according to the Party for which the employee was primarily operating during the time of any alleged injury.

11.2 Proof of Insurance. Proof of the insurance coverage as described in paragraph 11.1 must be received by the City before Fire Department personnel are allowed to operate St. Vincent ambulances. The proof of insurance must be mailed to the City as provided in the Notices section of this Agreement. Unless and until the City receives such proof of insurance, Fire Department personnel may still assist St. Vincent personnel when requested, but Fire Department personnel may not operate St. Vincent ambulances.

12.0 DEFAULT.

In the event either Party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) days following receipt of such notice the defaulting party shall correct such default or, in the event of a default not capable of being corrected within the ten (10) days, the defaulting party shall commence correcting the default within ten (10) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided above, the non-defaulting party, without further notice, shall have the right to declare that this Agreement is terminated effective upon such date as the non-defaulting party shall designate and the non-defaulting party shall have the right to recover any compensation required of this Agreement which preceded the termination date of this Agreement. The rights and remedies provided for herein may be exercised singly or in combination.

13.0 TERMINATION.

Any Party shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other Party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) calendar days before the effective date of such termination.

14.0 NOTICES.

Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

<p><u>If to City:</u> City of Leadville Attn: Mayor 800 Harrison Avenue Leadville, CO 80461</p> <p>With a copy to: Michow, Cox & McAskin, LLP Attn: Leadville City Attorney 6530 S. Yosemite Street, Suite 200 Greenwood Village, CO 80111</p>	<p><u>If to St. Vincent:</u> Attention: CEO St. Vincent General Hospital District 822 W. 4th Street Leadville, CO 80461</p> <p>With a copy to:</p>
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Notices mailed in accordance with the provisions of this paragraph shall be deemed to have been given on the second day following mailing. Notices personally delivered shall be deemed to have been given upon delivery. Nothing herein shall prohibit the giving of notice in the manner provided for in the Colorado Rules of Civil Procedure for service of civil process. Copies of notices sent only to the attorney(s) of either Party shall not constitute notice.


- 15.0 **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that each of the Parties is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to such party, its officers, or its employees. This provision shall survive expiration and termination of this Agreement, and shall be enforceable until all claims are precluded by statutes of limitation.
- 16.0 **WAIVER.** The failure of any Party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving its rights.
- 17.0 **APPLICABLE LAW.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.
- 18.0 **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement and understanding between the Parties.
- 19.0 **MODIFICATION.** This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
- 20.0 **SEVERABILITY.** In case one or more of the provisions contained in this Agreement or any application hereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.
- 21.0 **COUNTERPARTS.** This Agreement may be executed in several counterparts and/or signature pages and all counterparts and signature pages so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart or signature pages.
- 22.0 **PARAGRAPH HEADINGS.** Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

- 23.0 **BINDING EFFECT.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties and the successor governing bodies of the Parties provided that nothing herein shall be construed to bind future governing bodies of either Party.
- 24.0 **NO THIRD-PARTY BENEFICIARIES.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties hereto shall be deemed to be an incidental beneficiary only.
- 25.0 **ANNUAL APPROPRIATION.** The Parties understand and acknowledge that each of the Parties is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all obligations herein are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party’s current fiscal period ending upon the next succeeding December 31. Obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each of the Parties and other applicable law.
- 26.0 **INDEMNIFICATION.** Except as may be otherwise provided in this Agreement and to the extent provided by law, each party shall be solely responsible for its own negligent acts or omissions with respect to any claim or dispute arising out of performance by either party under the terms of this Agreement.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives and made effective on the date written below.

CITY OF LEADVILLE, COLORADO:

By: 
Greg Labbe, Mayor

Date of execution: 10/5/21

ATTEST:


Deputy City Clerk

ST. VINCENT GENERAL HOSPITAL DISTRICT:

By: 
Chief Executive Officer

Date of execution: 09/21/2021

ATTEST:

By: Peypen Lefever

Printed Name: Peypen Lefever

Title: Notary Public

