INTERGOVERNMENTAL AGREEMENT

PROJECT AGREEMENT

This Agreement is made this _____ day of December, 2023 between the Town of Oak Creek ("Town") and the South Routt Medical Center Health Service District ("District");

Witnesseth:

I. Recitals

1. District has applied for and received a grant from the Office of Economic Development and International Trade, (OEDIT) for Tier One funding to support the initial planning phase of an expansion to South Routt Medical Center (SRMC), including the architectural and engineering costs, master planning, feasibility study, and conceptual design of an expansion;

2. The District is an ineligible recipient of the grant and the parties intend by this agreement for the Town to be the conduit through which the District will receive the benefit of the grant;

3. The Grant Agreement is attached to this agreement as "A, Statement of Work";

4. The District intends to bind itself to the Town for all of the Town's obligations stated in the Grant Agreement;

5. The District intends to reimburse the Town a reasonable amount for the Town's administrative expenses to administer this grant for an amount not-to-exceed $250.00.

Therefore, in consideration of the mutual promises stated below and other valuable consideration, the parties agree:

II. Agreement

1. The District shall use its best efforts to fulfill all the conditions precedent to obtaining the grant stated in the Grant Agreement. The District will cooperate with the Town and provide all documents necessary for the Town to fulfill the conditions precedent. The District further assumes all other Town liabilities, and binds itself to the Town for all the Town's obligations to OEDIT, contained in the Grant Agreement and Statement of Work.

2. The Town does not assume any obligation to the District to construct, operate, or maintain the improvements contemplated by the grant.

INTERGOVERNMENTAL AGREEMENT

3. Unless a claim by OEDIT arises out of the negligence or other wrongful act of the Town, the District shall be responsible to the Town for any claim under the Grant Agreement, in the same manner and extent as the Town may be responsible to OEDIT.

4. The District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established District policy for building and facility maintenance. Should any claim for personal injuries, property damage or wrongful death be asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement, the parties shall be responsible for such claim in the manner provided by the Colorado Governmental Immunity Act and the Colorado law concerning pro-rata liability. The parties shall not be jointly and severally liable for such claims.

5. By executing this agreement the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

6. This agreement does not create any rights in any individual not a party to this agreement.

7. This document, and exhibits, shall constitute the entire agreement of the parties.

8. This agreement shall terminate simultaneously with the termination of all Town obligations under the Grant Agreement.

ATTEST:

TOWN OF OAK CREEK

_____
TOWN ADMINISTRATOR/
CLERK

By:_____
MAYOR

ATTEST:

SOUTH ROUTT MEDICAL CENTER
HEALTH SERVICE DISTRICT

_____
[Title]

By:_____
Ken Rogers, District Manager