

SMH07VEH

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.
SUBJECT/PROJECT:	TEMPORARY USE OF A GRAND JUNCTION FIRE DEPARTMENT VEHICLE
CITY DEPARTMENT:	FIRE DEPARTMENT
YEAR:	2007
EXPIRATION DATE:	PERPETUAL UNTIL SUPERSEDED
DESTRUCTION DATE:	SEE ABOVE

**MEMORANDUM AGREEMENT
BETWEEN
ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.
AND
THE CITY OF GRAND JUNCTION**

PROVIDING FOR THE USE OF A CITY OF GRAND JUNCTION MOTOR VEHICLE

MAY 2007

I. The purpose of this MEMORANDUM AGREEMENT ("Agreement") is for St. Mary's Hospital and Medical Center, Inc. ("SMH") and the City of Grand Junction ("the City"), acting through its Fire Department ("GJFD"), to enter into a cooperative agreement to provide a vehicle ("Vehicle") to SMH for its temporary use.

II. SMH and the City agree that each by signing this Agreement assumes certain legal obligations. The terms of this Agreement are not mere recitals but are contractual in nature. The purposes of this Agreement are:

- A. to provide for the temporary use of the Vehicle by SMH to transport persons from the SMH helipad to the hospital facility as an interfacility transfer;
- B. to provide localized support for the hospital facility during its redevelopment; and
- C. to provide additional capabilities to help ensure the health and safety of the public.

III. SMH and the City enter into this Agreement because it is generally recognized as good practice for emergency responders/response agencies to develop interdependent response capabilities, to coordinate their planning, preparedness and activities with one another and to make available those facilities or resources that may be useful or helpful in achieving the same. SMH and the City have jointly participated in the drafting of this Agreement and therefore the customary provision that ambiguities are construed against the drafter is waived.

IV. To jointly cooperate in this endeavor SMH and the GJFD agree that the GJFD's Vehicle may be utilized by SMH to transport persons from the SMH helipad to the hospital emergency department.

V. The GJFD shall make the Vehicle available to SMH at the hospital facility.

VI. SMH shall supply all materials, loose equipment and supplies necessary to operate the Vehicle. SMH shall maintain the levels of all such supplies necessary to its use of the Vehicle during the term hereof at no cost to the City.

VII. SMH shall pay all costs, including repairs and maintenance of the Vehicle resulting from its use by SMH hereunder. In addition, SMH shall pay the City Ten Dollars (\$10.00) per month during the term hereof as a monthly lease rate for the Vehicle. No other costs or fees shall be payable to GJFD or the City for SMH's temporary use of the Vehicle.

VIII. The GJFD may offer consultation and/or direction to SMH on the proper use of the Vehicle but notwithstanding that consultation, SMH shall be wholly and exclusively liable for the Vehicle while it is in SMH's possession. SMH has inspected the Vehicle and found it to be free from material damage or defects and suitable for the purposes intended. At the termination of this Agreement, SMH shall return the Vehicle to the City in the same condition it was in when received by SMH, ordinary wear and tear from the contemplated use thereof excepted.

IX. SMH shall indemnify and hold GJFD and the City, its officers and employees, harmless from any and all claims including but not limited to any loss, damage, personal injury or death occurring as a consequence of the performance or nonperformance of this Agreement. The GJFD and the City do not expressly or impliedly represent or warrant the safety or utility of the Vehicle for any purpose, including the purpose for which it will be used, except as, and only to the extent, expressly provided herein.

X. SMH's use of the Vehicle shall not create or imply a contractual or other relationship between any other party and the GJFD and/or the City. No third party, whether an intended or incidental beneficiary under this Agreement shall have a cause of action against the GJFD and/or the City. SMH shall indemnify the GJFD, the City and its officers and employees against any and all third party claim(s) including discrimination claims, in accordance with paragraph IX.

XI. During the use of the Vehicle, SMH shall not discriminate against any person because of race, color, religion, sex, or national origin. SMH shall indemnify the GJFD, the City and its officers and employees against any and all third party claim(s) including discrimination claims, in accordance with paragraph IX.

XII. This Agreement shall become effective on the later of the date signed by SMH, the City or GJFD. The Agreement shall remain in effect until the completion of the construction and commencement of use of the new helicopter pad on the top of the hospital building contemplated in the SMH's Century Project, unless terminated earlier in writing by either party with or without cause upon 30 days advance notice.

XIII. SMH and GJFD agree that there is sufficient good and valuable consideration to form this Agreement. Both SMH and GJFD waive any and all defenses to the formation or performance of this Agreement due to failed or inadequate consideration.

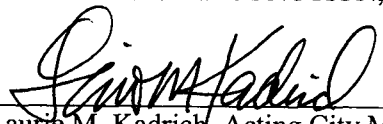
XIV. This Agreement may only be amended in writing with any amendment being approved in advance and signed by both SMH and GJFD.

XV. Venue for any action arising out of or under this Agreement shall be in Mesa County, Colorado.

XVI. SMH and GJFD, by the respective signatures of the agent, employee, officer or official signing below, warrant that he/she has authority to sign and by signing does bind the respective entity to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have each executed and entered into this Memorandum Agreement as of the day and year first above written.


THE CITY OF GRAND JUNCTION, a Colorado home rule municipality,

By:  _____
Laurie M. Kadrich, Acting City Manager

THE GRAND JUNCTION FIRE DEPARTMENT,

By:  _____
James Bright, Fire Chief

ST. MARY'S HOSPITAL AND MEDICAL
CENTER, INC.

By:  _____
Its: President/CEO _____