

City of Colorado Springs, Colorado
30 S. Nevada Avenue, Suite 501
Colorado Springs, Colorado 80903
Attention: Mayor

UCH-MHS
1400 East Boulder Street
Colorado Springs, Colorado 80909
Attention: President and Chief Executive Officer

RE: Letter Agreement Regarding Donation to Support Community Benefit Programs

Ladies and Gentlemen:

The City of Colorado Springs, a home rule city and municipal corporation duly organized and existing under the constitution of the State of Colorado (the “City”), and UCH-MHS, a Colorado nonprofit corporation (“UCH-MHS”), are parties to that certain Health System Operating Lease Agreement dated July 2, 2012 (the “Operating Lease”), pursuant to which UCH-MHS leases and operates the City-owned Memorial Health System facilities in Colorado Springs. The City and UCH-MHS have recently agreed to the terms of an extension to the Operating Lease, as memorialized in that certain Operating Lease Extension Agreement between the City and UCH-MHS [**dated _____, 2022**] (the “Extension Agreement”).

UCH-MHS is committed to improving lives in the Colorado Springs community, by providing high quality patient care and addressing social determinants of health. UCH-MHS desires to demonstrate that commitment by making a donation to assist the City in its efforts to expand community benefit programs in Colorado Springs, in accordance with the terms of this letter agreement.

NOW, THEREFORE, UCH-MHS and the City hereby agree as follows:

1. Commitment. UCH-MHS hereby pledges to the City the sum of \$200,000 (the “Gift”), for the uses and purpose more fully set forth in Section 2 below.
2. Purposes. It is understood and agreed that the Gift will be used by the City to support community benefit programs, including programs related to transit, paratransit, homeless outreach, and/or affordable housing. UCH-MHS is making the Gift to the City with the goal of providing aid to the community, because it believes, as a nonprofit healthcare provider, that the advancement of the City’s community benefit programs can positively affect patient health outcomes.
3. Payment. It is further understood and agreed that payment of the Gift will be made in two equal installments of One Hundred Thousand Dollars (\$100,000). The first installment shall be paid and delivered to the City within thirty (30) days of the execution of this letter agreement. The second installment shall be paid and delivered to the City by January 1, 2023.

4. Recognition by the City. To honor UCH-MHS, and to express the appreciation of the City, publicity in the form of public announcements, both internal and external, will be made by the City.

5. Amendment. This letter agreement may be amended by mutual written agreement of the parties hereto.

6. Governing Law. This letter agreement shall be governed by the laws of the State of Colorado, and its interpretation, its construction, and the remedies for its enforcement or breach are to be applied in accordance with the laws of the State of Colorado (excluding any choice of law rules thereof that would result in the application of the laws of another state).

7. Execution in Counterparts. This letter agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or electronically transmitted signature shall be deemed an original for purposes of evidencing execution of this letter agreement.

8. Entire Agreement. This letter agreement constitutes the entire understanding and agreement of the parties regarding the subject matter of this letter agreement and supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the parties relating to such subject matter.

IN WITNESS WHEREOF, the City and UCH-MHS have executed or caused the execution of this letter agreement.

UCH-MHS, a Colorado nonprofit corporation

By: _____
Dan Rieber
Sr. VP and CFO of University of Colorado Health and Authorized Representative
Date: _____

CITY OF COLORADO SPRINGS, a home rule city and municipal corporation duly organized and existing under the constitution of the State of Colorado, on behalf of itself and its wholly-owned and controlled enterprise, Memorial Health System

By: _____
Name: Tom Strand
Title: President, City Council
Date: _____

By: _____
Name: John Suthers
Title: Mayor
Date: _____

APPROVED AS TO FORM:

By: _____
Name: Wynetta Massey
Title: City Attorney
Date: _____