



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	January 3, 2023

ITEM

Contract with Salida Wrestling Association and Buena Vista Mountain Adventure

BACKGROUND

Salida Wrestling Association is a Salida-based organization that provides wrestling coaching, programming, and education to community members aged 4-10. The Department of Parks and Recreation has a level 2 relationship with Youth Wrestling. The Department provides registration, coach/volunteer background checks, scheduling, and advertising. The attached contract explains the terms.

The Department of Parks and Recreation is providing a level 1 AIARE (American Institute for Avalanche Research) class to the Salida Community. The Department is contracted with Buena Vista Mountain Adventures to provide the certified curriculum and trainers. The Department provides advertising, registration, and a facility.

FISCAL NOTE

The Department splits the registration fees for these programs with the provider: 80% to the Provider and 20% to the Department; unless otherwise stated in the contract.

STAFF RECOMMENDATION

The contracts have been reviewed and approved by the city attorney; staff recommends that the City enter into these contracts.

SUGGESTED MOTION

A City Councilperson should state, "I move to combine and approve the Consent Agenda", followed by a second and a roll call vote.



USE AGREEMENT

THIS AGREEMENT entered into this 3 day of January, 2023, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city, and municipal corporation, hereinafter referred to as “City”, and **Buena Vista Mountain Adventures** hereinafter referred to as “User”.

WHEREAS, User is a community-based organization providing for the recreational benefits of the youth of the Salida community; and,

WHEREAS, the City owns and operates the property (“Property”) described below, and User desires to use such property.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Description of Property:** City agrees to allow User to utilize **The Steamplant Annex** located at **220 W Sackett Ave, Salida, CO 81201** within the City of Salida, County of Chaffee, and State of Colorado. The Property shall only be accessed by the User for events scheduled and approved in advance with the City. Any use of other facilities will need to be scheduled and coordinated with the appropriate scheduling agency.
2. **Purpose:** User represents that the Property are being used for the purpose of **classroom instruction**.
3. **Term:** The term of this agreement **commences on 1/3/22 and ends on 1/30/23**.
4. **Rate:** User will use the **Steam Plant Annex** for a rate of **\$0**.
5. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

A. BVMA will:

- i. **Advertise via social media and other news outlets for the program**
- ii. **Communicate the activity schedule with all participants prior to the first day of the activity, along with a course outline and participant information. The City can provide a template or the user can use an equivalent communication relaying all of the above information.**
- iii. **Provide the City with proof of insurance**
- iv. **Host an AIARE 1 “decision making in avalanche terrain” Course January 20 - 22, 2023. The course should meet industry standards and adhere to all permitting requirements and regulations to run such a course. The course will run from 7 am - 1 pm on January 20th and 7 am-noon on January 21, 2023 at**



the Salida Steam Plant annex. Any class time happening outside of those hours will happen at locations approved for use by BVMA.

B. The City will:

- i. Provide the program with the Steamplant Annex to teach the class at \$0 cost to the User during the approved hours above.
 - ii. Advertise via social media and print outlets for the Activity
 - iii. Create and manage participant registration for the Activity
 - iv. Split the registration revenue with BVMA at an 80%(user)/20%(city) rate.
 - v. Provide a participant list to the organization on request.
 - vi. Close registration for the course on January 13, 2023 at 11:45 PM unless the User and the city agree to change the deadline.
 - vii. Work with the User to make sure that the facility is accessible during the agreed-upon times.
6. **Surrender of Property:** User shall quit and surrender the designated Property to the City at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
7. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by and conform to all Rules and Regulations concerning the use of the Property and all City facilities, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
8. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by User. User expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of User.
10. **Insurance:** User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Buena Vista Mountain Adventures, and with the City being listed as the Additional Insured on a primary and noncontributory basis. The user shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.



11. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.
12. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
13. **Damage to Property:** If the designated Property, or any part of the buildings on the designated property, or any equipment located on the designated property during the term of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. User shall be responsible to maintain order and protect persons and property.
14. **Assignment:** User shall not assign this agreement without the prior written consent of the City, nor use of the Property other than as specified in this agreement.
15. **Release:** City shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this agreement. User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
16. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the User and the City, respectively, and that the User and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA ("City")



By: _____
City Administrator

Buena Vista Mountain Adventures (“User”)

By: _____
[Name]

Title: _____



USE AGREEMENT

THIS AGREEMENT entered into this 3rd day of January, 2023, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **Salida Wrestling Association**, hereinafter referred to as “User”.

WHEREAS, User is a community-based organization providing for the recreational benefits of the youth of the Salida community; and,

WHEREAS, the City owns and operates the property (“Property”) described below, and User desires to use such property.

NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:

1. **Description of Property:** City agrees to allow User to utilize School District wrestling room located at [26 Jones Ave, Salida, CO 81201] within the City of Salida, County of Chaffee, and State of Colorado. The Property shall only be accessed by the User for events scheduled and approved in advance with the City. Any use of other facilities will need to be scheduled and coordinated with the appropriate scheduling agency.
2. **Purpose:** User represents that the Property are being used for the purpose of Youth Wrestling Programming.
3. **Term:** The term of this agreement commences on 1/3/2023 and ends on 6/1/2023.
4. **Rate:** User will use the Salida High School Wrestling Room for a rate of \$0.
5. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

A. Salida Wrestling Organization will:

- i. Advertise via the organization's social media and other news outlets for the program
- ii. Ensure that all volunteer coaches are screened through the city's screening system or equivalent screening process including background checks, volunteer applications, and volunteer waivers.
- iii. Will ensure that all volunteer coaches have completed the city's mandatory NAYS coach training, related sport training, and concussion training before beginning their coaching sessions.
- iv. Communicate the camp/league/activity schedule with all participants prior to the first day of the camp, along with the rules and expectations of participants



and parents involved. The City can provide a template or the organization can use an equivalent communication relaying all of the above information.

- v. Will ensure that a Salida School District representative is present at all practices who will ensure that the facility is opened and closed correctly before and after each practice or camp session.
- vi. Return the facility space to how they found it before the space was used, or pay the cleaning fee/damage fee associated with any occurrences of misuse, damage, or lack of care.
- vii. Will review and adhere to the facility EAP provided by The City.

B. The City will:

- i. Provide the program with a location to run the proposed activity at an agreed-upon cost to the organization.
- ii. Advertise via social media and print outlets for the Camp/League/Activity
- iii. Create and manage participant registration for the Camp/League/Activity
- iv. Provide insurance for all organization members who complete the required forms and training listed above.
- v. Retain an agreed-upon amount of revenue from participant fees to fund the provided liability insurance, management time, facility fees, and other associated costs for the organization.
- vi. Provide a participant list to verified volunteers or organization staff upon request.
- vii. Close registration for the available activity no later than a week prior to the beginning of said Camp/League/Activity.
- viii. Work with the organization to make sure that the facility is accessible during the agreed-upon times.
- ix. Provide NAYS coaching training at no cost to all volunteer coaches.
- x. Check-in on the Camp/League/Activity to make sure that all of the above procedures are being followed and if they are not, the Camp/League/Activity may be canceled until the agreed-upon requirements are met by the organization at which time the activity may resume. Volunteers/organizations who do not meet the requirements will not be allowed to coach, or volunteer until they can prove that they have completed the volunteer requirements listed above.
- xi. Has the authority to remove any volunteer from their volunteer position not meeting the standards and expectations set forth in the volunteer description matching their volunteer activity.
- xii. Only hear requests for Camps/Leagues/Activities with at least 1 month of time before the Camp/League/Activity starts for Participants. Larger programs may need more time to be considered by the City.



6. **Surrender of Property:** User shall quit and surrender the designated Property to the City at the end of the term of this agreement in the same condition as at the date of the commencement of this agreement, ordinary wear and tear excepted.
7. **Rules and Regulations:** User, and all persons whom User allows on the Property, shall abide by and conform to all Rules and Regulations concerning the use of the Property and all City facilities, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
8. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in the use of the property by User. User expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney's fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in User's use of the property, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises out of the act or omission of User.
10. **Insurance:** User agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the **Salida Wrestling Association**, and with the City being listed as the Additional Insured on a primary and noncontributory basis. User shall provide a copy of the Certificate of Insurance to the City upon the execution of this agreement.
11. **Compliance with Law:** User shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. User will not do or suffer to be done anything on the designated Property during the term of this agreement in violation of any such laws, ordinances, rules, or requirements. If User's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by User, they will immediately desist from and correct or cause to be corrected such violation.
12. **Days and Hours of Operation:** The hours and facilities available for this program will be determined by the parties based upon schedules provided by User and submitted in advance to the City Administrator or the City Director of Parks and Recreation.
13. **Damage to Property:** If the designated Property, or any part of the buildings on the designated property, or any equipment located on the designated property during the term



of this agreement shall be damaged by the act, default, or negligence of the User or its agents, employees, patrons, guests, or any person admitted to the designated property by User, the user will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. User assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the User or by or with the consent of any person acting for or on behalf of User. User shall be responsible to maintain order and protect persons and property.

14. **Assignment:** User shall not assign this agreement without the prior written consent of the City, nor use of the Property other than as specified in this agreement.
15. **Release:** City shall not be responsible for any damage or injury that may happen to User or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this agreement. User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
16. **Modification:** Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the User and the City, respectively, and that the User and the City acknowledge and accept the terms and conditions herein.

CITY OF SALIDA ("City")

By: _____
City Administrator

[Salida Wrestling Association] ("User")

By: _____
[Name]
Title: _____