



CITY COUNCIL ACTION FORM

Department Arts and Culture	Presented by Michael Varnum - Arts and Culture Director	Date December 3, 2021
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ITEM

Master Use Agreement with Chaffee County for SteamPlant Event Center and Scout Hut

BACKGROUND

Chaffee County Health Dept has requested this agreement because of the frequent use of the facilities run by the department.

FISCAL NOTE

The rates are the same "rack" rate as set forth by the City Council and administered by the Arts & Culture Dept.

STAFF RECOMMENDATION

We have sent a draft recommendation to legal representative and received appropriate feedback.

SUGGESTED MOTION

Approve agreement as set forth for overarching arrangement with the caveat that requested dates are only approved when available and for the posted "rack" rates.

USE AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, 2021, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **CHAFFEE COUNTY**, hereinafter referred to as “User”.

WHEREAS, User is a community-based organization providing County services; 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 Event Center, located at 220 W. Sackett Avenue, and the Scout Hut, located at 210 E. Sackett Avenue, both 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 conducting meetings or County community events.
3. **Term:** The term of the agreement shall be for one (1) year starting from the date of approval of this agreement or until terminated by either party. As long as User is in compliance with the terms and conditions of this agreement, this agreement shall be automatically renewed on an annual basis thereafter. Either party may terminate this agreement upon thirty (30) days written notice, with or without cause.
4. **Rate:** User will use the SteamPlant Event Center and the Scout Hut at an hourly rate, as provided in the “Room Rental Fees,” attached hereto as “Exhibit A” to this Agreement.
5. **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.
6. **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.
7. **Maintenance:** City reserves the right to close the Property for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.

8. **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. To the extent permitted by law, 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 of out of the act or omission of User.
9. **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 Chaffee County, 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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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. To the extent permitted by law, User hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.

15. **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: _____
Drew Nelson, City Administrator

**CHAFFEE COUNTY
BOARD OF COUNTY COMMISSIONERS (“User”)**

By: _____
Greg Felt, Acting Chair

Exhibit A



2021 Fees and Charges – Arts and Culture

TYPE OF SERVICE	FEE
<p>Wedding Packages Wedding Packages include use of Ballroom, Plaza and Bride’s Room. Tables and chairs for ballroom and plaza are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.</p>	<p>High Season: May – September, Saturday - \$4995 High Season: May – September, Sunday thru Friday - \$4500 Low Season: October – April, Monday thru Sunday - \$4500</p>
<p>Wedding Packages – Scout Hut at Riverside Park Wedding Packages include use of Scout Hut Main Level, Riverside Deck, East Lawn, and Lower Level North and South rooms (lower levels for wedding party only). Tables and chairs are included at no-charge. Eight (8) hours total. Additional hour(s) available at \$100.00/hour.</p>	<p>High Season: May – September, Saturday - \$3495 High Season: May – September, Sunday thru Friday - \$3000 Low Season: October – April, Monday thru Sunday - \$3000</p>
Room Rental Fees	
Ballroom	\$225 per hour
Theater	\$500/8-hour event or \$100 per hour with a 2-hour minimum
Riverside Annex	One room – \$50 per hour Two rooms - \$90 per hour Full Annex - \$120 per hour
Plaza	\$125 per hour
Paquette Gallery	\$100 per hour
Scout Hut	<p>Main Floor - \$35 per hour/no set up, unstaffed Main Floor - \$50 per hour/set up, staffed with a 2-hour minimum Lower Level - \$35 per hour/no set up, unstaffed Lower Level - \$50 per hour/set up, staffed with a 2-hour minimum</p>

NOTE: Use of multiple rooms or multiple day event pricing may be determined by the Arts and Culture Director or designee on a case by case basis.

Audio/Visual Amenities	
A/V System per space (projector, 2 wireless microphones)	\$75
Plaza Sound System (up to 2 wireless microphones)	\$75
Projector/Screen	\$75
Conference Phone	\$25
Concert Sound	TBD per event
Dishware/Linen Amenities (for rent on SteamPlant property only)	
Dinner Plates	\$0.45/piece
Dessert/Salad Plates	\$0.35/piece
Silverware (fork, spoon, butter/steak knife)	\$0.35/piece
Table Linens	\$10.00+/linen
Miscellaneous Amenities	
Heat Lamps	\$75/lamp
Ceremony Arbor	\$100
Marketing/Ticketing for Events	
Ticket Sales Administration Fee	\$25 per event
Online Marketing Package	\$100 per event
Color Poster Printing	\$1 or \$2 per poster depending on size.
Staffing Personnel	
Sound Technician	\$30 per hour with 3-hour minimum
Lighting Technician	\$30 per hour with 3-hour minimum
Load-in/out Crew	\$30 per hour per crew member
Security Officer(s)	Hourly rate varies
Bartender(s)	\$35 per hour with 2-hour minimum
Event Coordinator for Wedding Rehearsal	\$35 per hour