

**CITY OF SALIDA
RELATIONSHIP AGREEMENT**

THIS AGREEMENT entered into this 12 day of June, 2024, by and between the **CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **[Heart of the Rockies Rampage/Chaffee County Community Foundation]**, [P.O. Box 492, Buena Vista, Colorado 81211], hereinafter referred to as “Organization”.

WHEREAS, Organization is a community-based organization providing for the recreational or other positive benefits of the Salida community; and,

WHEREAS, the City owns and operates certain property and facilities and rights-of-way and regulates certain activities throughout the City of Salida; and,

WHEREAS, and Organization desires to [host, in partnership with the City of Salida, the 3rd Annual Heart of the Rockies Rampage World Cup Skateboarding Competition on July 19-20, 2024, at Centennial Park Skatepark]; and,

WHEREAS, the City and its Parks and Recreation Department wish to enter into this Agreement with Organization to memorialize the Parties’ collaborative relationship and understanding; and

WHEREAS, the City and Organization further wish to clarify within this Agreement the duties of each Party, as well as to set forth all terms and conditions between the Parties.

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

1. **Purpose and Description:** Organization plans to [_host, in partnership with the City of Salida, the 3rd Annual Heart of the Rockies Rampage_]. City agrees to allow Organization to [_ hold the 3rd Annual Heart of the Rockies Rampage_] at [_the Centennial Park skatepark_] located at [1695 Holman Avenue] within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by the Organization for [the Heart of the Rockies Rampage event 7/19-20/2024 and set up 7/18/24] scheduled and approved in advance with the City.
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 Organization 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
2. **Rate:** City will charge Organization [\$0]
3. **Special Conditions:** The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:

A. Organization will:

- i. Complete special event application and attend Special Event Committee meetings related to the event
- ii. Create schedule of events and submit to Recreation manager to input in SmartRec registration
- iii. Secure and pay wages and expenses for announcers, judges, DJ, graphic designer

- iv. Partner with City on marketing efforts
- v. Secure photo, filming, live stream efforts
- vi. Solicit and secure vendors
- vii. Solicit and secure volunteers to be on the committee and to work the events
- viii. Develop sponsorship package and solicit and secure sponsors
 - 1. Retain 100% of proceeds from beer/beverage sales
- ix. Create and manage placement of sponsor banners
- x. Secure location, silent auction items, and beer donation for Thursday athlete check-in, registration, kick-off party
 - 1. Retain 100% of proceeds from silent auction
- xi. Secure location and plan details for after party
- xii. Place order and pay for event t-shirts
 - 1. Sell t-shirts at event
 - 2. Retain 100% of proceeds from shirts
- xiii. Create VIP experience
 - 1. Sell VIP tickets
 - 2. Retain 100% of proceeds from VIP sales
 - 3. Manage VIP registration and check in on event days
- xiv. Provide athlete, VIP, over 21 wristbands
- xv. Provide prizes and cash purse for competitors
- xvi. Work all related events

B. The City will:

- i. Complete and submit all applicable special events permits as is required by the City of Salida (liquor, amplified sound, multiple vendor)
- ii. Develop a map of the layout of the event
- iii. Secure the Centennial Park Skatepark for exclusive use for event day
- iv. Secure food trucks and plan logistics
- v. Work with vendors to receive permits, fees, and applicable paperwork required to vend
- vi. Create registration for competitors in SmartRec
 - 1. Manage pre-event and day-of registration
 - 2. Retain 100% of proceeds from registration
- vii. Marketing
 - 1. Execute Social Media, Mountain Mail events, Mountain Mail Friday ad, Monthly P&R newsletter, Salida Standard marketing leading up to the event
- viii. Provide Parks & Recreation event equipment for events
 - 1. Tents
 - 2. Tables/chairs/tablecloths
 - 3. Registration, information, water flags
 - 4. Sandwich boards (parking information, event schedule)
 - 5. Water station
 - 6. Clipboards
 - 7. Speakers, speaker stands, microphone, megaphone
 - 8. Extension cords, cord bridges
- ix. Create competition paperwork
 - 1. Scoresheets
 - 2. Rankings

- 3. Athlete bio
- 4. Registration/waivers
- x. Work with Parks department to
 - 1. Trash service
 - 2. Restroom service
 - 3. Sprinkler, water, electrical needs
 - 4. Pre-event park clean
 - 5. Fencing
 - 6. Movement of bleachers
- xi. Provide staff for event days
 - 1. Work set-up, tear down
 - 2. Registration
 - 3. Scorekeeping
- xii. Create schedule of staff and volunteers

4. **Reporting:** The City will evaluate the effectiveness of this relationship after **[the reconciliation of the books done by Chaffee County Community Foundation]**. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In **[August, 2024]**, Organization and City will have a meeting about the **[event and relationship]** and what the roles for each party will look like in the subsequent years.
5. **Surrender of Property:** Organization shall quit and surrender any designated or utilized properties, rights-of-way or facilities 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:** Organization, and all persons whom Organization allows at the event, activity or as a result of this relationship, shall abide by and conform to all Rules and Regulations concerning their event, activity or relationship, or the use of any City properties and City facilities and City rights-of-way, 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 any applicable properties or facilities or rights-of-way 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 any applicable events or activities by Organization, or in the use of any City properties or facilities or rights-of way. Organization 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 Organization’s use of any City property or facility or right-of-way, or in or at the Organization’s event or activity, 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 Organization.
9. **Insurance:** Organization 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 Organization, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Organization shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.

10. **Compliance with Law:** Organization 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. Organization will not do or suffer to be done anything on any used or designated City property, facility or right-of-way during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. If Organization's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Organization, they will immediately desist from and correct or cause to be corrected such violation.
11. **Damage to City Property:** If any designated property, facility or right-of-way, or any part of buildings on 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 Organization or its agents, employees, patrons, guests, or any person admitted to the designated property by Organization, the Organization 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. Organization assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the Organization or by or with the consent of any person acting for or on behalf of Organization. Organization shall be responsible to maintain order and protect persons and property.
12. **Assignment:** Organization 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.
13. **Release:** City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
14. **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.
15. **Contact Information:** The current contact information of the Parties is as follows:

City: City of Salida Department of Recreation
City representative: Anissa Caiazza
Position: Recreation and Aquatics Manager
Address: 448 E First St, Salida, Colorado, 81201
Telephone: 719-221-0852
E-mail: anissa.caiazza@cityofsalida.com

Organization:
Organization representative: Elizabeth Dittenber
Position: Executive Director
Address: P.O. Box 492, Buena Vista, Colorado 81211
Telephone: 719-204-4565
E-mail: betsy@chaffeecommunity.org

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

CITY OF SALIDA (“City”)

BY: _____
Christy Doon, City Administrator

Date: _____

[Chaffee County Community Foundation] (“Organization”)

BY:  _____

____Elizabeth Dittenber, Executive Director_____

Date: 6/17/2024_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222 CONTACT NAME: Lisa Groshong PHONE (A/C, No, Ext): (303) 813-4207 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS: lisa.groshong@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) NAIC # 10023 INSURER B : QBE INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Accident Policy.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Salida is an additional insured under General Liability.

CERTIFICATE HOLDER: City of Salida, 448 E. First Street, Suite 112, Salida, CO 81201. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| PRODUCER License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222 | CONTACT NAME: Lisa Groshong PHONE (A/C, No, Ext): (303) 813-4207 | FAX (A/C, No): |
| | E-MAIL ADDRESS: lisa.groshong@hubinternational.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) | NAIC # 10023 |
| INSURED Chaffee County Community Foundation P O Box 492 Buena Vista, CO 81211 | INSURER B : QBE | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|-----------------------|-------------------------|-------------------------|---|---------------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | 2024-59916 | 4/17/2024 | 4/17/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | MED EXP (Any one person) | \$ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | LIQUOR LIABILITY | | | | | | \$ 1,000,000 | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE D AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> BODILY INJURY (Per accident) <input type="checkbox"/> PROPERTY DAMAGE (Per accident) | | | | | | | \$ |
| | <input type="checkbox"/> OTHER: | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| B | Accident Policy | | | 2024-59916-ACC | 4/17/2024 | 4/17/2025 | Volunteers | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Information only

CERTIFICATE HOLDER CANCELLATION

| | |
|-----------------------|--|
| Evidence of Insurance | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |