



# CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	5/21/24

## ITEM

Consent agenda

Relationship agreement with FIBArk Community Paddling Center for the 2024 FIBArk Festival.

## BACKGROUND

The City and the FIBArk Community Paddling Center have partnered to put in the FIBArk Festival in past years and will be doing so again. The attached contract explains the roles and responsibilities of each organization and is still open for slight adjustments with negotiations between the parties.

## FISCAL NOTE

See Contract

## STAFF RECOMMENDATION

To approve entering into a contract with FIBArk defining the relationship between the city and organization for the planning and running of the 2024 FIBArk festival and races.

## SUGGESTED MOTION

A Councilperson should move to approve the consent agenda.

**CITY OF SALIDA  
RELATIONSHIP AGREEMENT**

**THIS AGREEMENT** entered into this \_\_23\_\_ day of \_January\_, 2024, by and between the **CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **[FIBArk Community Paddling Center (FCPC)]**, [P.O. Box 699, 104 Crestone Avenue, Salida, Colorado 81201], 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 [\_hold the 76<sup>th</sup> Annual FIBArk Festival\_\_]; 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 [\_hold the 76<sup>th</sup> Annual FIBArk Whitewater Festival\_]. City agrees to allow Organization to [\_hold the 76<sup>th</sup> Annual FIBArk Whitewater Festival\_\_] at [\_The boat ramp, river slalom course, Riverside Park, F St., E st., Sackett St., the river trail, and the Rotary Amphitheatre \_] located at [addresses near 38.538047, -105.991066 \_] within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by the Organization for **[the 76<sup>th</sup> FIBArk Whitewater Festival]** scheduled and approved in advance with the City.
2. **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
3. **Rate:** City will charge Organization **[\$0]**
4. **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. [FIBArk Community Paddling Center] will:**

- i. FCPC will promote FIBArk events through social media and print media
- ii. FCPC will plan and manage all river races.
- iii. FCPC will provide the administration including timing and volunteer organization for river races.
- iv. FCPC will provide event insurance for the river races.
- v. FCPC will provide insurance for the Festival in Riverside Park
- vi. FCPC will provide medals for all river races, 10k, 5k, triple crown, and 10k trail run.

- vii. FCPC will contract with a waste management service to hold a near zero or zero-waste event and refer to the “2023 FIBArk Waste Diversion Presentation” for guidance.
  - 1. City will contribute \$5,000 towards a zero waste trash service
- viii. FCPC agrees to place the City of Salida logo on all shirts, banners, and advertising for the festival.
- ix. FCPC will be responsible for music booking, sound/stage equipment, ticket sales, security, MC, food vendor booking, beer tent, as well as any other requirements listed in the City’s park rental agreement.
- x. FCPC will secure and contract with a carnival or activities provider.
- xi. FCPC will attend all required meetings by the City for festival planning/permitting purposes.
- xii. FCPC will donate a to-be-determined amount of funds raised during the festival to the Department of Parks and Recreation to facilitate the Youth Paddling program.

**B. The City will:**  
**Festival**

- i. Coordinate (This will include all aspects of the event from permits, to professional timing and registration):
  - 1. The Tenderfoot Hill Climb on June 13th, 10k road race, 5k road race on June 15th, and
- ii. 10k Trail run on June 16th. The City will promote FIBArk through social media and print media with the designs/graphics provided by FCPC.
  - 1. If graphics and materials are not provided, the City will use its best judgment on logo and language use.
- iii. The City agrees to place the FIBArk logo on marketing materials associated with the:
  - 1. Kids in Kayaks
  - 2. ACA Level 1 kayak instruction “Learn to Kayak”
- iv. ACA Level 2, ACA Level 3 The City will manage the following aspects of the land races:
  - 1. race timer management,
  - 2. course marking and signage,
  - 3. volunteer management, and
  - 4. day of race administration.
- v. The City will provide the following for all land races:
  - 1. online registration (including registration to within 30 minutes of the event),
  - 2. permitting,
- vi. The City will provide number plates for all land races.
- vii. The City will provide appropriate amenities for race participants for all land races.
- viii. The City will create awards categories, pay for prizes, and present awards in cooperation with FCPC for all land races.
- ix. The City will plan, oversee, execute all land races.
- x. The City will provide:
  - 1. 12 porta potties for Riverside Park,
  - 2. 8 porta potties for the Boat Ramp, and
  - 3. 4 porta potties for the F Street Lot to be sited in coordination with FCPC.  
*Should plans for the festival change, the number of porta potties can be changed in coordination with FCPC.*
- xi. The City will contribute \$5000 and transportation equipment to the cost of zero-waste trash services.
- xii. The City will provide additional internet service in the downtown area.

- xiii. Provide support throughout the application process, 1 point of contact for paddle program communications and 1 point of contact for marketing related matters. The City will allow use of all electrical outlets and water taps in Riverside Park consistent with FCPC's park permit.
- xiv. The City will provide services to install FIBArk's letters and banners at Riverside Park on 6/10/24. A FIBArk Board of Director will be present to assist with placement.
- xv. City staff will present a Resolution to City Council prior to the festival to allow for camping at Marvin Park

### **Paddling Program**

- xvi. The Department of Parks and Recreation will use funds donated by FIBArk to facilitate the "FIBArk Community Paddling Program".
  - 1. Funds will be used to offset participants' fees to register for:
    - a. ACA level 1, 2, and 3 instruction courses at the SHSAC and the river.
      - i. To be marketed as: "the FIBArk Community Paddling Program's Learn to Kayak classes for kids and adults". (or "FIBArk presents – ACA level 1 Kayaking class for kids – Introduction to Kayaking" - something like ...?)
    - b. Level 1 at the SHSAC and marketed for local youth
      - i. To be marketed as: "the FIBArk Community Paddling Program's Learn to Kayak class for local kids".
  - 2. Funds will also be used to facilitate The Kids in Kayaks 4th grade program the week before spring break at the Salida Hot Springs Aquatic Center. This will include Longfellow elementary school 4th graders.
    - a. To be marketed as: "FIBArk, the City of Salida and Longfellow Elementary School offer/bring the 4<sup>th</sup> grader Kids in Kayaks program.

The City will allow FIBArk board members and immediate family free and early registration to ACA level 1,2, and 3 pool and river classes.

### **C. Funding**

- a. FCPC and the City agree to the following revenue split contingent upon the mutually agreed completion of the responsibilities described above.
  - 1. FCPC will retain all revenue earned from any river-based events.
  - 2. FCPC will retain 30% and the Department of Parks and Recreation will retain 70% of the gross revenue generated via the FIBArk land races.
    - a. Competitor t-shirts are not considered revenue
  - 3. FCPC will retain all revenue earned from any alcohol sales hosted in Riverside Park.
  - 4. The City agrees to pay permit fees owed for:
    - a. Application fee
    - b. Rental of Riverside Park and other City owned properties
    - c. Water use fee
    - d. Power use fee
    - e. Street closure fee
    - f. Cones and barricade fees
    - g. Additional police and fire support
  - 5. FCPC will provide the Department of Parks and Recreation 10% of profits from ticket sales.

5. **Reporting:** The City will evaluate the effectiveness of this relationship after [June, 2024]. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In [Sept., 2024], Organization and City will have a meeting about the [FIBArk Festival and Paddling Program] and what the roles for each party will look like in the subsequent years.
6. **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.
7. **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.
8. **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.
9. **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 out of the act or omission of Organization.
10. **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 \$2,000,000.00 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.
11. **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.
12. **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.

13. **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.
14. **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.
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.
16. **Contact Information:** The current contact information of the Parties is as follows:

**City:** City of Salida Department of Parks and Recreation  
City representative: Diesel Post  
Position: Director  
Address: 410 W Hwy 50, Salida, Colorado, 81201  
Telephone: 719-539-6738  
E-mail: diesel.post@cityofsalida.com

**Organization:**  
Organization representative: [FIBArk Community Paddling Center]  
Position:  
Address:  
Telephone:  
E-mail:

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: \_\_\_\_\_

**[NAME OF ORGANIZATION]** ("Organization")

BY: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A-City Liaison Scope of Duties**