

# CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	11/1/22

## ITEM

Consent Agenda

Approval of a contract with Monarch Mountain for ski bus services

## BACKGROUND

The Department of Parks and Recreation has offered a "ski bus" for the community on Fridays and Saturdays during the ski season that leaves the Aquatics Center in the morning and returns in the afternoon for many years. The Department tracks ridership and Monarch Mountain pays the City \$10 per rider of the bus. The ski bus is used by youth and adults, as well as locals and visitors.

## STAFF RECOMMENDATION

To approve entering into a contract with Monarch Mountain after legal team review.

## 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.

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## USE AGREEMENT

**THIS AGREEMENT** entered into this 16th day of December, 2022, by and between **THE CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and **PowderMonarch, LLC d/b/a Monarch Mountain Ski Resort**, 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,

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

1. **Term:** The term of this agreement commences on December 16, 2022 and ends on April 7, 2023.
2. **Rate:** User will pay the City for every participant in the Salida Ski bus Program for a rate of \$10/participant.
3. **Special Conditions:** The parties have agreed to comply with the additional rules under this agreement as follows:

**A. Monarch Mountain Ski Resort will:**

- i. Make payments to the City at the end of the agreed upon time frame (April 7)
- ii. Contribute \$10 to the City for every Salida Ski Bus Program Participant between December 16, 2022 and April 7, 2023.
- iii. Advertise for the Salida Ski bus via social media, print and on skimonarch.com
- iv. Dec 16 - March 11 will be supported on Fridays and Saturdays and then March 17 - April 7 the program will be supported only on Fridays.

**B. The City will:**

- i. Coordinate and schedule a 15 passenger van to run on the agreed upon dates above, excluding holidays.
  - ii. Report monthly riderships numbers to the Organization before the 10th day of the following month.
  - iii. Provide registration and instructions for riders to be able to participate in the shuttle.
  - iv. Charge \$5 to each Ski bus participant to ride round trip on the bus.
  - v. Will not include “Monarch” in the name of the program.
  - vi. Advertise via social media and print outlets.
4. **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.

5. **Compliance with Law:** Each party to this agreement 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.
6. **Independent Contractor Status:** The City certifies that the transportation services to be provided under this agreement are those of an independent contractor, and that the City is solely responsible for the services performed under this agreement. City represents and warrants that its employees, agents, and representatives are not officers, agents, or employees of the User. Any personnel performing the services under this agreement on behalf of City shall at all times be under the City's exclusive direction and control.
7. **No Third Party Beneficiaries:** City and User are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement provides any benefit or right, directly or indirectly, to third parties.
8. **No Partnership or Joint Venture:** The parties to this agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.

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

**PowderMonarch LLC**  
**MONARCH MOUNTAIN SKI RESORT ("User")**

By: \_\_\_\_\_  
[Name of authorized signer]

Title: \_\_\_\_\_