### CITY OF SALIDA RELATIONSHIP AGREEMENT

THIS AGREEMENT entered into this \_26\_\_day of \_\_August\_\_, 2024, by and between the CITY OF SALIDA, COLORADO, a statutory city and municipal corporation, hereinafter referred to as "City", and **Ramps and Alleys, LLC**, a Colorado Limited Liability Company, 64 E Rainbow Blvd., Salida, CO 81201, hereinafter referred to as "Ramps and Alleys".

**WHEREAS**, Ramps and Alleys is a local retail skate shop providing for the recreational or other positive offerings to the Salida community and families; 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 Ramps and Alleys desires to <u>host</u>, in partnership with the City, the 2<sup>nd</sup> Annual Salida Scooter Bowl Bash on September 15, 2024, at the downtown Skatepark; and,

**WHEREAS**, the City and its Parks and Recreation Department wish to enter into this Agreement with Ramps and Alleys to memorialize the Parties' collaborative relationship and understanding; and

**WHEREAS,** the City and Ramps and Alleys 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:

- Purpose and Description: Ramps and Alleys plans to host, in partnership with the City, the 2nd Annual Salida Scooter Bowl Bash. City agrees to allow Ramps and Alleys to co-host the 2nd Annual Salida Scooter Bowl Bash at the downtown City skatepark located at the intersection of H Street and First Street within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by Ramps and Alleys for the Salida Scooter Bowl Bash event on September 15, 2024, which was 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 Ramps and Alleys 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 Ramps and Alleys \$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:

## Ramps and Alleys will: A.

- i. Attend related scheduled meetings with City of Salida's Parks and Recreation Department
- ii. Attend the City of Salida's Special Event Committee meetings related to the event
- iii. Create print marketing for use across all marketing channels with the City of Salida's Parks and Recreation logo
- iv. Partner with the City Department of Parks and Recreation on marketing efforts
- v. Secure volunteer announcers (1-2) and judges (3)
- vi. Develop sponsorship package, solicit and secure sponsors

- 1. Spend sponsorship funds for awards and prizes for the competition
- vii. Provide awards and prizes for top 3 competitors in each category (4)
  - 1. Provide goody bags for all participants
- viii. Be present at the event to assist in the event set up, execution, and tear down

## B. <u>The City will:</u>

- i. Complete and submit all applicable special events permits as is required by the City of Salida (amplified sound)
- ii. Secure the Downtown Skatepark for exclusive use for event day
- iii. Develop a map of the layout of the event
- iv. Create schedule of events and registration details, and input in SmartRec registration system
- v. Create registration for competitors in SmartRec and:
  - 1. Manage pre-event and day-of registration
  - 2. Retain 100% of proceeds from registration
- vi. Marketing
- 1. Execute Social Media, Mountain Mail events, Mountain Mail Friday ad, Monthly P&R newsletter, Salida Standard, school take home flyer marketing leading up to the event
- vii. Provide Parks & Recreation event equipment for the event, including:
  - 1. Tents
  - 2. Tables/chairs/tablecloths
  - 3. Registration, information, and water flags
  - 4. Sandwich boards (event schedule)
  - 5. Water station
  - 6. Clipboards/pens
  - 7. Speakers, speaker stands, microphone, megaphone
- viii. Create competition paperwork, including:
  - 1. Scoresheets
  - 2. Rankings
  - 3. Athlete bio
  - ix. Work with Parks Department for:
    - 1. Trash/recycling service
    - 2. Porta potty service
    - 3. Pre-event park clean and repairs
  - x. Create schedule of staff and volunteers
  - xi. Set schedule and agenda to meet with announcers and judges prior to event to review rules and expectations
- xii. Email registrants one week prior to event with event detail reminders
- xiii. Provide staff for event day, including:
  - 1. Event set-up, tear down
  - 2. Registration
  - 3. Scorekeeping
- xiv. Send competitors a participant survey within one week of the event.
- 4. Reporting: The City will evaluate the effectiveness of this relationship after <u>the completion of the event</u>. City will provide Ramps and Alleys any pertinent details regarding the programming and surveys taken after the fact. In October, 2024, Ramps and Alleys and City will have a meeting about the <u>event and relationship</u> and what the roles for each party will look like in the subsequent years.

- 5. **Surrender of Property**: Ramps and Alleys 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**: Ramps and Alleys, and all persons whom Ramps and Alleys 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 Ramps and Alleys, or in the use of any City properties or facilities or rights-of way. Ramps and Alleys 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 Ramps and Alleys's use of any City property or facility or right-of-way, or in or at Ramps and Alleys'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 Ramps and Alleys.
- 9. **Insurance**: Ramps and Alleys 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 Ramps and Alleys, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Ramps and Alleys shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.
- 10. **Compliance with Law**: Ramps and Alleys 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. Ramps and Alleys 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 Ramps and Alleys's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Ramps and Alleys, 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 Ramps and Alleys or its agents, employees, patrons, guests, or any person admitted to the designated property by Ramps and Alleys, Ramps and Alleys 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. Ramps and Alleys assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of Ramps and Alleys or by or with the consent of any person acting for or on behalf of Ramps and Alleys. Ramps and Alleys shall be responsible to maintain order and protect persons and property.
- 12. Assignment: Ramps and Alleys 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 Ramps and Alleys or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Ramps and Alleys 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:

<u>City</u>: City of Salida 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

**<u>Ramps and Alleys</u>:** Ramps and Alleys, LLC Ramps and Alleys representative: Stacy Falk Position: Owner Address: 645 E Rainbow Blvd., Salida, CO 81201 Telephone: 719-539-5468 E-mail: cibarkvalley@gmail.com

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

# CITY OF SALIDA ("City")

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

Christy Doon, City Administrator

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

Ramps and Alleys, LLC ("Ramps and Alleys")

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

Date:







= Registration tent



= Ramps & Alleys tent



 $\bigcirc$ 

= Water Refill table

= Porta Potty



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

										12/	05/2023	
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 PRODUCER												
American Specialty Insurance & Risk Services, Inc.							NAME:           PHONE         FAX           (A/C, No, Ext):         (A/C, No):					
						E-MAIL ADDRESS:						
		. Jefferson Blvd., Suite 100				INSURER(S) AFFORDING COVERAGE				NAIC #		
	t Wa	iyne			IN 46804	INSURER A: Arch Insurance Company				11150		
INSURED Women's Flat Track Derby Association; Women's Flat Track Derby, Inc.;						INSURER B :						
Quad Media, Inc.												
Quad Media, Inc. 1935 West 4700 South #212						INSURER D : INSURER E :						
Salt	Salt Lake City			T 84	129	INSURER F :						
			TIFIC	CATE	NUMBER: 1002193391	REVISION NUMBER:				I		
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.											VHICH THIS	
INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
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		CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	, ,	00,000	
										Exc		
A			Y	Ν	SSCGL0014406		12/31/2023	12/31/2024			00,000	
	GEN	VL AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC									00,000	
	X	OTHER: EVENT							PRODUCTS - COMP/OP AGG \$	· ·	,000	
									COMBINED SINGLE LIMIT			
		ANY AUTO							(Ea accident) BODILY INJURY (Per person) \$	6		
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	6		
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	6		
									\$	-		
									EACH OCCURRENCE \$		000,000	
A	X	EXCESS LIAB CLAIMS-MADE			SSFXS0010106		12/31/2023	12/31/2024	AGGREGATE	,	000,000	
	WOR	DED RETENTION \$							PER OTH-	5		
		EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT			
	OFFI	CER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	-		
	If yes DESC	, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT			
DESC	RIPT	ION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may be	e attached if more	e space is require	ed)			
coa	ches	s an Insured includes WFTDA Offici s/officials, and members of registered d only with respect to scheduled ac	ed Me	embei								
- Who is an Insured also includes validly-registered athletes participating in events sanctioned by WFTDA; and WFTDA Member Leagues/Teams who have enrolled in the insurance program as regards their participation in USA Roller Sports (USARS) sanctioned roller derby activities but only with respect to those activities directly related to their affiliation with WFTDA.												
CERTIFICATE HOLDER CANCELLATION												
City of Salida							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
448 E First Street Ste 112												
Salida CO 81201				Drew Sunt								

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AGENCY CUSTOMER ID:

LOC #: \_\_\_\_



# ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED					
American Specialty Insurance & Risk Services, Inc.	Women's Flat Track Derby Association; Women's Flat Track Derby, Inc.;					
POLICY NUMBER	Quad Media, Inc.					
SSCGL0014406	1935 West 4700 South #212					
CARRIER	NAIC CODE	Salt Lake City, UT 84129				
Arch Insurance Company 11150		EFFECTIVE DATE: 12/31/2023				

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE - Certificate #1002193391

- Coverage applies to the following Member League: ARK VALLEY HIGH ROLLERS, PO BOX 1315, SALIDA, CO 81201.

- Blanket accident coverage is provided by Mutual of Omaha Insurance Company policy #SR2014UT-P-051784. Policy effective date: December 31, 2023 / Policy expiration date: December 31, 2024. Excess Accident Medical Expense Benefit: \$10,000. Deductible: \$2,500 per Injury for players with primary medical insurance, \$7,500 per Injury for players without primary medical insurance. Accidental Death & Specific Loss Principal Sum: \$5,000.

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2026 Additional Insured - Designated Person or Organization, effective December 31, 2023.