AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Temporary Road Use Agreement; Crested Butte / Mt. Crested Butte Chamber of Commerce; Portion of County Road 12; 3:00 until 6:00 pm on 6/27/14; Chainless Bicycle Race

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Crested Butte/Mt. Crested Butte Chamber of Commerce/Gunnison County

Term Begins: 6/3/2014 **Term Ends:** 7/1/2014 **Grant Contract #:** N/A

Summary:
To increase the safety of the Chainless Race we have closed Kebler from the top into the Town of Crested Butte from 3:00 PM - 6:00 PM. The date this year is 6/27/14. The sponsor will put closure notices in the local papers and the PWD will put up the variable message boards on each side of the Pass.

Fiscal Impact: Minimal

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ● Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ● Required ○ Not Required

Comments:

See comment above. db 5/30/14

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/30/2014 Certificate of Insurance Required Yes ● No ○

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\khaase Discharge Date: 5/30/2014

○ Consent Agenda ● Regular Agenda ○ Worksession Time Allotted: 5 minutes

Agenda Date: 6/3/2014 Follow Up Agenda Date:

Revised April 2013

2014 VOLUNTEER & STAFF PLAN

VOLUNTEERS/STATIONS – Chainless Race, June 27th

All volunteers to the base area at the 4-way stop at 2:30 PM. Next to the position in blue will be the names of the people posted on station. There will be a course sweep procession, with a sag wagon picking up on course volunteers. Please don't leave your post until you high five our course sweep. After the race come join us at the 1st & Elk parking lot for the Chainless After-Party, there will be free beers and music for us all to enjoy.

Flag Procedure:

Yellow Flag: Slow riders down, emergency vehicle coming from top of Kebler

Red Flag: Stop riders, race is over, Emergency vehicle coming up from bottom of Kebler

Radio Procedure:

Please do not use radios unless an emergency. If a rider goes down but gets up, there is no need to alert race officials. If rider goes off road or does not get up please state your course position, then calmly announce what happened. We want to keep radio chatter at a minimum unless the need is presented.

All radio channels should be labeled: CSPEC EVNT 1

If you hear a race official announce Red Flag or Yellow Flag state, please wave down riders

Pre-Race

Bus Loaders: 6 PEOPLE

- Make sure no obvious alcohol is on the person, no pat down, eyeball test, check backpacks

Bus Riders: 2 PEOPLE

- Sit back and enjoy the show, make sure no windows are broken

Volunteer Van: 2 PEOPLE

- Drop all on-course volunteers at appropriate spots

Bike Trailers: 4 PEOPLE

- Driving trailers full of bikes

Bike Loading: 6 PEOPLE

- Load Bikes at Expo and top of Kebler

Race

Post 1 – Race Finish – 4 PEOPLE

- Move racers down course and through the funneling area & keep head on swivel as riders will be screaming down the course

Post 2 – 1st & Elk road closure – 2 PEOPLE

- Stop pedestrians from crossing road where race is finishing

Post – Whiterock Road Closure – 2 PEOPLE

- Stop traffic from going up Kebler

Post 3 – Old Kebler road corner – 3 PEOPLE

- Help riders recover from accidents, alert Race officials of serious accident

Post 4 – Top of Old Kebler & Whiterock – 2 PEOPLE

- Stop cars from coming up Kebler road, watch for accidents for transition onto gravel

Post 5 – Treasury Hill road closure – 2 PEOPLE

- Stop all cars leaving Treasury Hill unless it is an emergency

Post 6 – Trappers @ CB road closure – 1 PERSON

- Stop all cars unless emergency

Post 7 – Sharp Corner prior to mine – 1 PERSON

- Alert officials if racer goes off the road

Post 8 – Road Closure @ Mine – 1 PERSON

- Stop all cars unless emergency

Post 9 – Road Closure @ Trappers Wildcat – 1 PERSON

-Stop all cars unless emergency

Post 10 – Road Closure @ Splains – 1 PERSON

- Stop all cars unless emergency

Post 11 – Road Closure @ Ohio Creek – 1 PERSON

- Stop all cars unless emergency, pickup volunteers on way down

Post 12 – Road Closure @ Irwin Y – 1 PERSON

- Stop all cars unless emergency

Post 13 – Top Control – 2 PEOPLE

- Bring chaos to order

Race Starter – 1 PERSON

- Start Race

Kebler Road Closure – 1 PERSON

- Follow procession, pick up volunteers along way

TEMPORARY ROAD USE AGREEMENT

THIS TEMPORARY ROAD USE AGREEMENT hereinafter ("Agreement") is made and entered into on this _____ day of _____, 2014, by and between the Crested Butte / Mt. Crested Butte Chamber of Commerce, whose address in 601 Elk Avenue, Crested Butte, CO 81224 (hereinafter "Chamber") and the Board of County Commissioners of the County of Gunnison, Colorado, a political subdivision of the State of Colorado, whose address in 200 East Virginia, Gunnison, CO 81230 (hereinafter "Gunnison County").

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. GRANT OF PERMISSION TO USE

Gunnison County grants to Chamber temporary permission to use a portion of County Road 12, identified by Gunnison County (the "Property") only as set forth herein.

2. TERM OF USE

Chamber shall temporarily use a portion of County Road 12 on June 27, 2014 from 3:00 p.m. to 6:00 p.m.

3. CHAMBER'S USE LIMITED

Chamber's use of County Road 12 shall be for and limited to a single special event for the benefit of the public, specifically limited to use of the Property for a chainless race event.

4. OBLIGATIONS OF THE RESPECTIVE PARTIES

a. Chamber shall ensure closure of that portion of County Road 12, identified by Gunnison County from the top of Kebler Pass to the intersection of 1st and Whiterock Avenue in Crested Butte to vehicle traffic, with the exception of chase vehicles, event staff vehicles, emergency vehicles and law enforcement.
b. Chamber agrees to indemnify, defend and hold harmless Gunnison County, its agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (include reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Chamber or its employees, sub-consultants or agents in connection with Chamber's use of the Property pursuant to this Agreement. This provision 4.b. shall survive any termination or expiration of the Term of Use period or this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

c. Chamber shall ensure that Gunnison County is named as an additional insured, or has the named benefit of, the insurance coverage of Chamber regarding the chainless race event, with limits no less than:

   i. For any injury to one person in any single occurrence, $350,000; and
   ii. For any injury to two or more persons in any single occurrence, the sum of $990,000.

   Chamber shall furnish to Gunnison County current certificates of such insurance to Gunnison County no later than June 13, 2014.

   Nothing in this Agreement, including but not limited to the required or the existence of the insurance required hereunder is or shall be deemed a waiver by the Chamber or Gunnison County of any defense or claim of sovereign immunity, nor a waiver of any other provision of law relating to the liability of governmental units or the limits thereof.

   This provision 4.c. shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage caused or occurring prior to such termination.

d. Chamber shall be responsible for, and shall promptly pay to Gunnison County, all reasonable costs to repair any damage to County Road 12 caused by Chamber's use of the Property under this Agreement.
e. Chamber will need to keep emergency access routes open during the closure.
f. Should any damage happen to adjacent fences or guard rail, Chamber will be responsible for fixing the damage and/or paying for the repair of the damages depending on severity and complexity of the damage.

5. <u>NON-WAIVER</u>

No covenant or condition of this Agreement may be waived except by the written consent of the parties hereto. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party to which the same may apply, and, until complete performance of said term or condition, the parties shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

6. NOTICES

Service of all notices under this Agreement shall be sufficient if sent via hand delivery or certified registered mail as follows:

Chamber:

Crested Butte / Mt. Crested Butte Chamber of Commerce
c/o Fat Tire Bike Week Committee
601 Elk Avenue
Crested Butte, CO 81224

Gunnison County:

Board of County Commissioners
Of the County of Gunnison, Colorado
c/o Matthew Birnie, County Manager
200 East Virginia
Gunnison, CO 81230

7. SEVERABILITY

In the event any term, condition or provision contained in this Agreement is held by any court of competent jurisdiction to be invalid, the invalidity of such term, condition or provision shall in no way affect any other covenant, condition or provision herein contained. Provided, however, that if the invalidity of such term, condition or provision causes material prejudice to either party hereto with respect to its respective rights and obligations contained in the remaining valid portions of this Agreement, than at the option of such party, this Agreement may be declared to be terminated.

8. GOVERNING LAW – BINDING AGREEMENT

This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Colorado and be binding upon the parties hereto, their successors and assigns.

9. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between Gunnison County and Chamber, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

10. VENUE

Venue for any and all legal actions regarding this Agreement shall lie in the District Court in and for the County of Gunnison and State of Colorado.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on the day and year first set forth above.

CRESTED BUTTE/MT. CRESTED BUTTE CHAMBER OF COMMERCE

By:_____

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By:_____

ATTEST:

_____
Deputy County Clerk

2014 Chainless Race Addendum and Security Measures

- 100 tires (2 times the normal number) to be used on north side of Elk to provide crash barriers and to deny access to spectators (hay to be removed at conclusion of race)
- Race officials at top of Kebler to insure participants are not intoxicated, have helmets, and are 18 or older
- Bike official at top of Kebler to insure all townies are zip tied in a manner that allows for proper and safe braking
- Request the smoothing of the transition area at bottom to eliminate pot holes and irregularities
- Adequate run out zone to be created specifying that riders need to clear the course
- Will work with EMS, Town Marshall
- Volunteers to be provided with clothing to designate them as volunteers and to make them well visible.
- A larger group of volunteers will be selected than years previous.
- At all registration events, professional volunteers will politely detail rules that will be in effect, and if not followed participant will not be allowed to race. Rules will include but not be limited to: only allowed to board bus after brakes have been checked to be adequate, buckled helmet is worn, racer is registered, no alcohol on bus or at any point along way, clothing mandatory
- Each group of volunteers will have radio contact; know how to use radio, and what emergency race closure and other protocol shall be. Radios will be verified to work prior to race day in all locations.
- Buses will shuttle all participants to the top at one time. This will allow the race to begin as quickly as possible. Buses will turn around on Kebler before letting participants out, and a maximum of 300 participants will be allowed.
- If possible, there will be a dedicated Marshall presence at the parking lot loading zone, a Police presence at the starting area at the top of Kebler, and an EMS follow car with radio contact
- Optional small changes may be made to race course if deemed necessary including but not limited to: having field split between serious race and mellower parade style categories, using fencing and other tools to slow speeds coming onto Old Kebler road. These changes will be detailed and determined if necessary and made obvious before race.
- An exact, detailed addendum will be provided prior to the race being held, and all parties will verify the details are acceptable. Exact volunteers will be drilled down to location specifics.
- Create new racer info packet (see attached)

CRESBUT-13 KRISTINET

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2014

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 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
Mountain West In & Fin Serv LLC
100 E. Victory Way
Craig, CO 81625

CONTACT NAME:
PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Crested Butte/Mt.Crested Butte Chamber of Commerce
PO Box 1288
Crested Butte, CO 81224

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CP0031842792	09/10/2013	09/10/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
certificate holder is listed as additional insured

CERTIFICATE HOLDER

Gunnison County
221 N. Wisconsin Street
Gunnison, CO 81230

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
Kristine Foore

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