



City of Ketchum

August 1, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Lease Agreement #22785 with Blaine County School District

Recommendation and Summary

Staff is recommending City Council approve Lease Agreement #22785 with Blaine County School District and adopt with the following motion:

"I move to approve Lease Agreement #22785 with Blaine County School District for the use of its property on August 16, 2022."

The reasons for the recommendation are as follows:

- The city held the July 5 Ketch'em Alive event on school district property at Atkinson Park
- Blaine County School District has agreed to allow the use of the property at Hemingway Steam School for the last 2022 Ketch'em Alive event on August 16, 2022

Introduction and History

On July 5, 2022, the city held its Ketch'em Alive event at Atkinson Park, utilizing school district property. The event was hugely successful, so staff is recommending to hold the last Ketch'em Alive of the 2022 season at that location.

Blaine County School District has agreed to allow the city to use their property alongside Atkinson Park for a second time on August 16, 2022.

Financial Impact

There is no financial impact associated with this agreement.

Attachments:

Lease Agreement #22785

TEMPORARY LICENSE AGREEMENT #22785

This Temporary License Agreement is made effective to August 1, 2022 by and between Blaine County School District (“District”), an Idaho public school district, and City of Ketchum (“City”), an Idaho municipal corporation.

- A. The City is holding the Ketch’em Alive community event (“Event”) on August 16, 2022.
- B. The Event is primarily to be held on City grounds and facilities, but the City desires to temporarily use a portion of District property for the Event. (“Licensed Property”).
- C. The District is willing to temporarily license the Licensed Property to the City for the City’s use for the Event.
- D. Pursuant to the respective applicable portions of Idaho Code, the Parties each have authority to manage real property and enter into contracts, such as this Temporary License Agreement, as deemed in the best interests of the party and in cooperation with other local government entities.
- E. The Parties find it in their mutual best interest and the mutual best interest of their patrons, residents, and property owners to enter into this Agreement.

The Parties therefore agree as follows:

- 1. **Licensed Property; Term.** The District hereby licenses the Licensed Property, as depicted on the attached *Exhibit A* hereby incorporated by this reference, to the City for temporary use by the City for the Event. The term of this License shall be from 12:00 p.m. on August 16 through 12:00 p.m. on August 17 (“License Term”). This term is intended to provide reasonable time for the holding of the Event, as well as setup and cleanup associated with the Event.
- 2. **Sole Responsibility.** During the License Term, the City will have temporary possession and use of the Licensed Property for the purposes of holding the Event. The City will have sole responsibility and liability for the Licensed Property as associated with the City’s temporary possession and public use associated with the Event. City will obtain and maintain insurance coverage, commensurate with or as part of the City’s standard ICRMP coverage, for the Event and this License.
- 3. **Event Use.** The Parties jointly understand that the Event is intended to be a community and family event, and will include activities, such as live music, and food and beverage (including alcohol) vending. The City will provide security for the Event and take all responsibility for the supervision and security associated with the vending. Areas in which alcohol may be permitted, which may include portions of the Licensed Property, will be designated and supervised by the City. The City will clearly designate, through signage, fences, or other reasonable means, that there is no alcohol on the nearby District playground area.

4. Maintenance. City will be solely responsible for setup, management, maintenance, and cleanup associated with the Event. City will reasonably maintain and return the Licensed Property in a safe and suitable condition reasonably similar to as received. Upon inspection of the Licensed Property after the end of the License Term, if the District identifies cleanup or repairs necessitated by the Event then the District will notice City of the need to remedy such, and the Parties will timely and reasonably cooperate to remedy and resolve such concerns.
5. This Agreement does not create a separate legal or administrative entity. This Agreement is not an exercise of joint powers authority and is not a conveyance of real property.
6. Severability. Should any term or provision of this Agreement, or the application thereof to any person, parties, or circumstances for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
7. Counterparts. This Agreement may be executed and delivered in counterparts, one for each party, and at such time as the governing board of a Party authorizes the execution of the counterpart this Agreement shall then be in full force and effect.
8. Governing Law; Venue. This Agreement shall in all respects be subject to, and governed by, the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.
9. Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Entire Agreement. This agreement shall constitute the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

IN WITNESS WHEREOF, this Agreement has been executed on the dates below designated.

CITY OF KETCHUM

By: Neil Bradshaw, Mayor

Date: _____

Attest: Lisa Enourato, Interim City Clerk

SCHOOL DISTRICT NO. 61, BLAINE COUNTY, STATE OF IDAHO

By: Keith Roark, Chairperson
Date: _____

Attest: Vicki Pitcairn, Clerk of the Board